

EXHIBIT 70

From: Thomas Matenaer
Sent: Monday, August 27, 2018 11:00 PM
To: Nicole Hardy
CC: mary.arave@razaghihealthcare.com
Subject: Razaghi Invoice_\$10.0+M...

Just spoke with Tausif about the large invoice. I had sent him an earlier email requesting some sort of backup as the dollar amount is rather large and unusual. He told me that the appropriate backup would be coming.

Thanks

Thomas M Matenaer, MBA, CPA
Controller
Navajo Health Foundation-
Sage Hospital Campus
SRS 191 & Highway 264
Ganado, AZ 86505
Office: (928) 755- 4615



EXHIBIT 71

9/5/2018

Basic Banking | Account Details



Account Details - Operating 7955102888

Welcome **Nicole Hardy**
 Group **All Accounts**
 Date Printed **5-Sep-2018, 01:18 PM PT**

Balances

Opening Day Balance 109,202.37 USD As of 09/05/2018
 Available Balance 137,842.04 USD
 Interest Earned This Period 0.00 USD
 Interest Paid Year to Date 0.00 USD

Account Activity - Deposits/Credits only; Custom Date Range

Date	Description	Amount USD
08/27/2018	ONLINE TRANSFER TRANSFER REF #BB052GLZNF	500,000.00
08/27/2018	ONLINE TRANSFER TRANSFER REF #BB052GLWR8	10,855,000.00
08/27/2018	PAYMENTECH DEPOSIT 180827 5805634 Sage Memorial Hospital 1020401225 5805634 R00000091004131393595	19.00
08/27/2018	08/27BANKCARD DEPOSIT -0061920214	174.78
08/27/2018	NORIDIAN AZUTMT HCCLAIMPMT 180823 1477735777 TRN*1*890686555*1450173185~ 6450173185 1477735777 R00000091003838579799	684.82
08/27/2018	BCBS OF ARIZONA HCCLAIMPMT 180823 1518957398 TRN*1*301828014*1860004538\ 4860004538 1518957398 O00000091003838579798	63.90
08/27/2018	PALMETTO GBA HCCLAIMPMT 180822 1477735777 TRN*1*803493426*1571062326~ 9000000096 1477735777 R00000091003838579795	7.21
08/27/2018	UHC COMMUNITY PL HCCLAIMPMT XXXXX4364 TRN*1*2018082411100564*1860813232*000003432\ 6723957101 237314364 O00000091003838579796	1.10

[Privacy, Security & Legal](#)

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EXHIBIT	
125	
DEPONENT NAME:	DATE:
Hardy, N.	10/03/2024

<https://wellsitem.wellsfargo.com/bcbk/accountHistory/accountDetailsPrint?fromDate=2018-08-27&toDate=2018-08-27&acctIndex=5&pageSize=200&...> 1/1



r



IMPORTANT ACCOUNT INFORMATION

In the "Available balance, posting order, and overdrafts" section of the Deposit Account Agreement under the question "How do we process (post) transactions to your account?", we are replacing the paragraph beginning with "Your available balance will be reduced by pending withdrawals" to include a new fee waiver, as follows:

Your available balance will be reduced by pending withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. If your account has insufficient funds as reflected by your available balance, the bank may assess overdraft and/or non-sufficient funds (NSF) fees on transactions we pay or return during nightly processing. A pending transaction will typically remain pending until we receive it for payment from your account, but we must release the pending transaction hold after three business days for most transactions. These pending transactions may be sent to us for payment after they have dropped from your account, but we must pay them when we receive them for payment.

In some circumstances, previously-authorized transactions may be paid into overdraft if other transactions or fees have reduced your balance before the pending transactions are sent to us for payment. To minimize the number of overdraft fees in these circumstances, we track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them. In those cases, you may be charged an overdraft fee if the transaction is paid into overdraft.

In addition, in the "Available balance, posting order, and overdrafts" section of the Deposit Account Agreement under the heading "IMPORTANT INFORMATION ABOUT FEES," we added the following:

We track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

Activity summary

Beginning balance on 8/1	\$87,254,093.20
Deposits/Credits	4,383.18
Withdrawals/Debits	- 2,000,000.00
Ending balance on 8/31	\$85,258,476.38
Average ledger balance this period	\$86,012,157.71

Account number: 6224084944

**NAVAJO HEALTH FOUNDATION-
SAGE MEMORIAL HOSPITAL, INC.**

Arizona account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 122105278

For Wire Transfers use

Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	\$4,383.18
Average collected balance	\$86,012,157.71
Annual percentage yield earned	0.06%
Interest earned this statement period	\$4,383.18
Interest paid this year	\$42,273.13

Account number: 6224084944 ■ August 1, 2018 - August 31, 2018 ■ Page 3 of 4



Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/8	* Online Transfer Transfer Ref #Bb04Y5Pdcn		1,500,000.00	85,754,093.20
8/27	* Online Transfer Transfer Ref #Bb052Glnzf		500,000.00	85,254,093.20
8/31	Interest Payment	4,383.18		85,258,476.38
Ending balance on 8/31				85,258,476.38
Totals		\$4,383.18	\$2,000,000.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 08/01/2018 - 08/31/2018	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
- Minimum daily balance	\$8,000.00	\$85,254,093.20 <input checked="" type="checkbox"/>
Y/N/P		

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Total service charges					\$0.00



IMPORTANT ACCOUNT INFORMATION

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Activity summary

Beginning balance on 8/1	\$11,024,970.74
Deposits/Credits	941,812.38
Withdrawals/Debits	- 10,855,000.00
Ending balance on 8/31	\$1,111,783.12
Average ledger balance this period	\$9,688,209.88

Account number: 7261169416

**NAVAJO HEALTH FOUNDATION-
SAGE MEMORIAL HOSPITAL, INC.**

Arizona account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 122105278

For Wire Transfers use

Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	\$493.72
Average collected balance	\$9,688,209.88
Annual percentage yield earned	0.06%
Interest earned this statement period	\$493.72
Interest paid this year	\$3,500.17

Account number: 7261169416 ■ August 1, 2018 - August 31, 2018 ■ Page 3 of 4



Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/3	Ahccos Programma Hoclaimpmt 180801 201808010720153 Tm*1*201808010720153*1866004791*Ffsv	870.58		
8/3	Ahccos Programma Hoclaimpmt 180801 201808010719962 Tm*1*201808010719962*1866004791*Ffsv	192,849.83		11,218,691.15
8/10	Ahccos Programma Hoclaimpmt 180808 201808080724706 Tm*1*201808080724706*1866004791*Ffsv	656.88		
8/10	Ahccos Programma Hoclaimpmt 180808 201808080724516 Tm*1*201808080724516*1866004791*Ffsv	130,304.91		11,349,652.94
8/17	Ahccos Programma Hoclaimpmt 180815 201808150731532 Tm*1*201808150731532*1866004791*Ffsv	327.86		
8/17	Ahccos Programma Hoclaimpmt 180815 201808150731338 Tm*1*201808150731338*1866004791*Ffsv	192,222.86		11,542,203.46
8/24	Ahccos Programma Hoclaimpmt 180822 201808220736457 Tm*1*201808220736457*1866004791*Ffsv	509.54		
8/24	Ahccos Programma Hoclaimpmt 180822 201808220736268 Tm*1*201808220736268*1866004791*Ffsv	145,778.71		11,688,491.81
8/27	* Online Transfer Transfer Ref #Bb052GWr6		10,855,000.00	833,491.81
8/31	Ahccos Programma Hoclaimpmt 180829 201808290741211 Tm*1*201808290741211*1866004791*Ffsv	358.89		
8/31	Ahccos Programma Hoclaimpmt 180829 201808290741024 Tm*1*201808290741024*1866004791*Ffsv	277,438.70		
8/31	Interest Payment	493.72		1,111,783.12
Ending balance on 8/31				1,111,783.12
Totals		\$941,812.38	\$10,855,000.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

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Fee period 08/01/2018 - 08/31/2018	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
- Minimum daily balance	\$8,000.00	\$833,491.81 <input checked="" type="checkbox"/>
YR/YP		

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
Total service charges					\$0.00

EXHIBIT 72


ACH Detail Report
 NAVAJO HEALTH FOUNDATION DBA
 SAGE

Page 1 of 2

Run Date & Time :

09/04/2018 5:36 PM

ACH Payments

ACH Detail Report

Run Date & Time : 09/04/2018 5:36 PM

Page 1 of 2

Batch Name:RH 1369 Payment Number:9758499

Originating Acct Number: 7955102888
 Originating Acct Nickname: SMH - Operating Account
 ACH Company ID: 3237314364
 ACH Company Name: SAGEMEMORIALHOSP
 Company Entry Description: RH 1369
 Offset Creation Level: UnKnown
 Payment Type: CCD - Corporate Credit or Debit

Frequency: One Time Only
 Status: Submitted
 Create Date: 08/27/2018
 Effective Date: 08/27/2018
 Scheduled Send Date: 08/27/2018
 CR-DR-Mixed: Credits
 Confidential Batch: Non-Confidential

Beneficiary Name	Beneficiary ID	Bank ID	Bank Name	Account No.	Type	Process Control Field	Disc. Data	Status	Add. Fee	Org. Amount
Razaghi Healthcare	00001	122105278	WELLS FARGO BANK NA (ARIZONA)	2022331546	C	Item Research Number		Active		USD 10,855,134.15

Addenda: Razaghi 1369

Beneficiary Status	CR Items	Amount	DR Items	Amount
Active	1	USD 10,855,134.15	0	USD .00
Hold	0	USD .00	0	USD .00
Prenote	0	USD .00	0	USD .00

Login ID	Activity	Date/Time
BATCH_USER	Submitted as part of file 1808271325	08/27/2018 2:26 PM
HASAT646@NAVAJ505	approve	08/27/2018 1:59 PM
HARDYN@NAVAJ505	create	08/27/2018 1:50 PM

Report Totals**Payment Type Totals: Credits / Debits**

CCD:	USD 10,855,134.15	USD .00
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ACH Company ID Totals: Credits / Debits

3237314364:	USD 10,855,134.15	USD .00
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Credits / Debits

Grand Totals:	USD 10,855,134.15	USD .00
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Filter Criteria:

Accounts:

7955102888-USD-NAVAJO HEALTH

Originating ACH Company IDs:

Date Type:

Create Date

Date Range:

Batch Amount Range:

Batch Amount Type:

Transaction Amount Range:

Transaction Amount Type:

Beneficiary Name :

Beneficiary ID :

Statuses:

Submitted

Credit/Debit/Mixed:

Payment Types:

CCD - Corporate Credit or Debit

Confidential Batch:

Non-Confidential

Detail First Sort:

Detail Second Sort:

Beneficiary First Sort:

Beneficiary Second Sort:

End Of Report

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EXHIBIT 73

9/17/2018

Mail - gary.pahe@sagememorial.com

Re: Average last 4 years amounts paid by Navajo Sage to RH

Gary Pahe

Mon 8/20/2018 2:02 PM

Sent Items

To: Ahmad R. Razaghi <Ahmad.Razaghi@razaghihealthcare.com>

Okay Ahmad.

Thank you for the clarification.

Have a wonderful day.

Best regards,
Gary E. Pahe, MBA
Human Resources Director
Sage Memorial Hospital
T: 928.755.4552
F: 928.755.4659
www.sagememorial.com

"The most important thing in communication is hearing what isn't said" - Peter Drucker

Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, re transmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

From: Ahmad R. Razaghi <Ahmad.Razaghi@razaghihealthcare.com>
Sent: Monday, August 20, 2018 2:02:15 PM
To: Gary Pahe
Subject: Re: Average last 4 years amounts paid by Navajo Sage to RH

sorry, Gary! My mistake.

That was for Gary bortotti at corporate. Please ignore.

Have a nice day,
Ahmad

Ahmad R. Razaghi, ME, MBA, ACHE
President, Chief Executive Officer

Razaghi Healthcare
7150 E Camelback Road, Suite 444
Scottsdale, AZ 85251
Office: (480) 477-8028
Facsimile: (480) 477-8001
www.razaghihealthcare.com



9/17/2018

Mail - gary.pahe@sagememorial.com



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From: Gary Pahe <gary.pahe@sagememorial.com>
Sent: Monday, August 20, 2018 2:00 PM
To: Ahmad Razaghi; Ahmad R. Razaghi
Subject: Re: Average last 4 years amounts paid by Navajo Sage to RH

Hi Ahmad,

I hope this message finds you well in health and doing well. I am fine and doing well.

With regards to your message of yesterday, you made a reference to a folder to which I am to load two documents (attached to your message). I am not familiar to which folder you are referring. Please advise. Thank you very much.

Best regards,
Gary E. Pahe, MBA
Human Resources Director
Sage Memorial Hospital
T: 928.755.4552
F: 928.755.4659
www.sagememorial.com

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From: Ahmad Razaghi
Sent: Sunday, August 19, 2018 10:43:26 AM
To: Ahmad R. Razaghi
Cc: Gary Pahe
Subject: Fw: Average last 4 years amounts paid by Navajo Sage to RH

9/17/2018

Mail - gary.pahe@sagememorial.com

gary - please upload these reports into the folder with calculations. thanks.

From: Tausif Hasan <tausif.hasan@razaghihealthcare.com>
Sent: Tuesday, August 7, 2018 12:02 PM
To: Ahmad Razaghi
Subject: Re: Average last 4 years amounts paid by Navajo Sage to RH

Ahmad,
 Comparison audit vs. GL. In FY 2014-2015, GL is lower than audit in 2014 over 2M (see Meditech report). Ask Tom to look into fy 2014 records. Will keep Meditech report as a back up, but calculation should be based on Audits. Attached are the report from Meditech and excel work sheet.
 Thanks
 Tausif

From: Tausif Hasan
Sent: Monday, August 6, 2018 11:09:25 AM
To: Ahmad Razaghi
Subject: Re: Average last 4 years amounts paid by Navajo Sage to RH

Ahmad,
 Attached is the last four years payments/average.
 Thanks
 Tausif

From: Ahmad Razaghi <arr@sagememorial.com>
Sent: Monday, August 6, 2018 10:52:52 AM
To: Tausif Hasan
Subject: Average last 4 years amounts paid by Navajo Sage to RH

Tausif,

Please send me a note with average of last 4 years payments made by Navajo Sage to RH. See below,

2. **In the event that this Contract expires, or RH terminates this Contract for cause, or the Corporation elects to terminate this Contract at any time prior to expiration of this Contract for any reason other than those listed as "cause" in Section 4.A., the Corporation shall, in addition to any other amounts due under this Contract, pay RH a Termination Payment in an amount equal to the average of the amount paid to RH by the Corporation each year during the most recent four years of service, including the year of expiration or termination, which shall be prorated through the actual date of such expiration or termination.**

Thanks,
 Ahmad

--
Ahmad R. Razaghi
Chief Executive Officer

Navajo Health Foundation
Sage Memorial Hospital
P.O. Box 457
Ganado, AZ 86505-0457
Phone Hospital Campus: (928) 755-4658
Phone Management Office: (480) 477-8028



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Razaghi Healthcare

Management Fee	Audited	Difference	As per Meditech Report	
FY 2014	\$ 6,655,019	\$ 2,020,174	\$ 4,634,845	Not recorded properly on GL.
FY 2015	\$ 8,209,646	\$ 545,048	\$ 7,664,598	Not recorded properly on GL.
FY 2016	\$ 16,420,893	\$ (77,622)	\$ 16,498,515	
FY 2017	\$ 11,109,846	\$ (143,910)	\$ 11,253,756	
	\$ 42,395,404	\$ 2,343,690	\$ 40,051,714	
Average last 4 years	\$ 10,598,851.00			

RUN DATE 08/07/18		Sage Memorial Hospital AP **LIVE**				PAGE 1
RUN TIME 1141		VENDOR HISTORY				
RUN USER FIN WH						
FROM 2013 TO 2017						
VENDOR: RAZAGHI HEALTHCARE 006685						
TERMS: INV NET 1						
FISCAL YEAR	GROSS	TAX	FREIGHT	DISCOUNTS	PAYMENTS	DISCOUNTS LOST
2013	1489792.47	0.00	0.00	0.00	1489792.47	0.00
2014	4634844.09	0.00	0.00	0.00	4637903.26	0.00
2015	7864897.85	0.00	0.00	0.00	7911839.56	0.00
2016	16498515.42	0.00	0.00	0.00	16498515.42	0.00
2017	11250755.81	0.00	0.00	0.00	10191516.28	0.00
	41806172.05	0.00	0.00	0.00	40743932.52	0.00
VENDOR: RAZAGHI HEALTHCARE 006683						
TERMS: INV NET 10						
FISCAL YEAR	GROSS	TAX	FREIGHT	DISCOUNTS	PAYMENTS	DISCOUNTS LOST
2013	264664.51	0.00	0.00	0.00	264664.51	0.00
	264664.51	0.00	0.00	0.00	264664.51	0.00
REPORT TOTALS:	41806172.05	0.00	0.00	0.00	40743932.52	0.00

EXHIBIT 74

**Resolution of the Board of Directors
Navajo Health Foundation - Sage Memorial Hospital, Inc.**

#NHF-SMH 11202015-001 - The Board of Directors of Navajo Health Foundation - Sage Memorial Hospital, Inc., duly constituted and a quorum in attendance and in accordance with Article X herein, hereby amend the Bylaws of the Corporation and restate in full the Bylaws of the Corporation as follows:

BYLAWS

Navajo Health Foundation - Sage Memorial Hospital, Inc.

ARTICLE I. Purpose

The mission of Navajo Health Foundation - Sage Memorial Hospital, Inc. is to provide health services for the persons within the Hospital's service area. The Corporation shall not engage in any activity inconsistent with its intent to qualify as a tax-exempt charitable organization pursuant to subchapter 501(c)(3) of the Internal Revenue Code.

ARTICLE II. Governing Body

Section 1. Definitions

The terms "Board of Directors" and "Board" shall mean the Navajo Health Foundation - Sage Memorial Hospital, Inc.'s Board of Directors. "Corporation" shall mean Navajo Health Foundation - Sage Memorial Hospital, Inc.

Section 2. Number

Effective as of April 7, 2017, the Board of Directors consists of six (6) individuals each of whom shall have been selected in conformance with these Bylaws. Upon the first vacancy on the Board occurring on or after April 7, 2017 and from then forward, the Board of Directors shall consist of five (5) individuals, each of whom shall have been selected in conformance with these Bylaws. A quorum shall exist if majority of the Directors are present at a meeting.

Section 3. Qualifications of Directors

A person must meet the following minimum qualifications in order to be eligible for selection to the Board of Directors:



1. Must have reached the age of 21;
2. Must not have been convicted of (or entered a plea of guilty or no contest to) any felony criminal offense or to any misdemeanor offenses involving crimes of violence, dishonesty or alcohol/ drugs within the last ten years;
3. Must have obtained at least a high school diploma or an equivalent;
4. Must have 2 years of employment experience in business, medicine, government, law or related fields.
5. Must be an enrolled member of the Navajo Nation.

Section 4. Voting

- A. Voting during a meeting: All Directors may vote on any matter coming before the Board for consideration. A simple majority of votes shall control unless otherwise required by law or by another provision of these bylaws. Votes may be by voice of those present.
- B. Action without meeting: Action may be taken without a meeting if the action is taken by all of the Directors. The action must be evidenced by one or more written consents describing the action taken, signed by each Director and included in the minutes filed with the corporate records reflecting the action taken. The action is effective when the last Director signs the consent, unless the consent specifies a different effective date. The consent has the effect of a meeting vote and may be described as such in any document. A Director may revoke her or his consent by delivering a signed revocation to the Chair or Secretary before the date the last Director signs the consent. A consent may be signed using an electronic signature as defined in A.R.S. §44-7002.

Section 5. Terms

The terms of the Members of the Board of Directors shall be four years and shall be staggered. All Directors shall be installed and shall assume office at the next Board of Director's meeting following their selection. A Director whose term has expired shall continue to hold the position of Director until her or his successor has been installed.

Section 6. Evaluation

The Board of Directors shall perform a self-evaluation annually.

Section 7. Fiscal Year

The fiscal year of the Corporation shall be from October 1 to September 30.

ARTICLE III. Selection of Directors

Seats on the Board of Directors are intended to be filled by persons recommended to the Board by the Navajo Nation Chapters within the hospital's service area (the Cornfields, Ganado, Greasewood Springs, Kinlichee, Klagetoh, Steamboat, Wide Ruins and Nazlini chapters). No less than 90 days prior to the expiration of a Director's term, all of the Chapters within the service area shall be notified of the upcoming vacancy. Each Chapter within the service area may provide the names of up to two individuals meeting the qualifications for Directors specified in these Bylaws for the remaining Board members to consider for selection as a Director. Recommendations must be received no later than 30 days before the expiration of the Director's term in order to be considered. If no recommendations are received, or if no person recommended receives a majority vote of the remaining Directors for selection, then the Board may select any person willing to serve who meets the qualifications specified in these Bylaws.

A majority vote of the remaining Directors is required to select a person for the position of Director.

ARTICLE IV. Officers

Section 1. General Provisions regarding Officers

The Corporation shall have four elected officers: Chair, Vice Chair, Secretary and Treasurer. At the Board's discretion one individual whose title is "Secretary/Treasurer" may occupy the offices of Secretary and Treasurer. Each officer shall serve a term of two years commencing at the annual meeting and ending two years thereafter or until a successor has been elected and qualified. All officers of the Corporation shall be entitled to vote on any issue coming before the Board of Directors.

Section 2. Chair

- a) The Chairman of the Board shall preside at all meetings of the Board of Directors.

- b) The Chair shall have such other authorities and/ or perform such other duties as authorized by the Board in policies, resolutions or other enactments.

Section 3. Vice Chair

In the event of the absence or incapacity of the Chair, the Vice Chair shall assume the duties and responsibilities of the Chair including but not limited to presiding at meetings of the Board of Directors. In the absence of both the Chair and Vice Chair from any meeting at which a quorum is present, the Directors may designate a Chair pro tempore to perform the duties and functions of the Chair during that meeting.

Section 4. Secretary/Treasurer

[Effective as of April 7, 2017] The Secretary/Treasurer shall:

- a) Keep the minutes of the proceedings of the Board of Directors and any committees of the Board of Directors;
- b) See that all notices are duly given in accordance with the provision of these Bylaws or as required by law;
- c) Be custodian of the Corporate records and of the seal of the Corporation; and
- d) Within five business days after each Board of Directors meeting, deliver to all members of the Board of Directors a draft of the prior meeting's minutes for comment and correction. The Directors shall affirm and correct the draft minutes in a timely manner prior to the next regularly scheduled Board of Directors meeting to facilitate approval and acceptance of the minutes by the Board of Directors at its next regularly scheduled meeting. Assistant Secretaries, if any, may be appointed pro-tem and shall have the same duties and powers, subject to supervision by the Secretary.
- e) Oversee, with the assistance of the CEO, CFO and staff, the safe and proper handling of the Corporation's financial accounts. This includes, but is not limited to, maintaining a list of all assets of the Corporation, including accounts payable and current cash balances, all liabilities and pending liabilities, and any and all matters pertaining to the financial position of the Corporation.
- f) Present, on a quarterly basis, a report to the Board of Directors on the financial status of the Corporation.

- g) At the direction of the Board, cause to be made an annual audit, which shall represent an accurate accounting of the Corporation's financial transactions and current status.
- f) The Secretary/Treasurer and his/ her designee shall be bonded, with costs of bonding paid for by the Corporation. The Corporation may make such provisions for the custody and disbursement of funds as shall guarantee their safety and proper disbursement and use, and no loans, advances or promises of payments on behalf of, or in the name of the Corporation shall be made without the explicit written authorization of the Board of Directors

ARTICLE V. Staff

Section 1. Chief Executive Officer

- a) The Board of Directors may employ or contract for a Chief Executive Officer who shall serve at the pleasure of the Board.
- b) The Chief Executive Officer shall be responsible for the day-to-day operations of the Corporation, in accordance with policies and procedures previously approved and transmitted by the Board.
- c) All other staff: contractors, sub-contractors, and other employees of the Corporation, shall report directly to the Chief Executive Officer who shall have authority on the assignment and evaluation of work activities.
- d) Upon receipt of an approved budget from the Board of Directors, the Chief Executive Officer shall be responsible for the administration of day-to-day expenditures and the reconciliation of operating accounts. The Board may set a not-to-exceed check writing limitation as a fiduciary safeguard.
- e) The Chief Executive Officer, with the advice and consent of the Board of Directors, shall have the authority to employ or discharge staff in accordance with corporate policies and applicable laws.

ARTICLE VI. Meetings

Section 1. Regular meetings.

Regular meetings of the Board of Directors shall be held once per calendar quarter at the corporation's boardroom, or at such other locations as the Board may designate. The annual meeting of the corporation shall be held at a date, time and place during the months of

September, October or November designated by motion of the Board. At the annual meeting, the Board will specify, by resolution, its meeting schedule for the upcoming year. Meetings shall officially convene when a quorum is present.

Section 2. Waiver of Notice

Attendance at a Board Meeting shall constitute waiver of notice unless the Director objects at the commencement of the meeting that the meeting is not lawfully called or convened. Any Director may waive a meeting notice by executing a written waiver of notice.

Section 3. Executive Session

The Board, or any Committee of the Board, may, by a majority vote, declare an executive session that is closed to everyone except the Directors and anyone specifically requested by the Directors to attend the session.

Section 4. Compensation

The Corporation may reimburse Directors for the reasonable expense of attending a meeting of the Board of Directors.

Section 5. Special Meetings

Special meetings may be called when deemed necessary by the Chair or by a majority of the Directors. Each call for a special meeting shall be in writing and signed by the Chair or by a majority of the Directors. Written notice (which may be delivered by any customary and available means, including facsimile and electronic mail) shall be delivered to each member of the Board at least 24 hours prior to the special meeting. Such notice shall state the time, date and location of the meeting and shall specifically state the business proposed to be conducted during the special meeting. No business other than the matters specified in the notice shall be transacted during the special meeting.

Section 6. Attendance at meetings by telephone or other devices

Any Board member may attend a meeting of the Board by appearing through telephone, interactive television or any other technologies available so long as the off-site member can hear all other persons at the meeting and be heard by all other persons at the meeting.

ARTICLE VII. Vacancies, Removal, and Resignation.

Section 1. Vacancies

The Board of Directors shall fill any vacancies. The Chair may call a special meeting to fill a vacancy. The person selected to fill a vacancy shall serve for the remainder of the term of the member being replaced.

Section 2. Removal

The Board of Directors may, by an affirmative vote of two-thirds of the number of Board members present at a special meeting called for the purpose of removing any Board member, remove any member of the Board of Directors for just cause including, but not limited to, conviction of a felony or malfeasance.

If any member of the Board of Directors fails, without being excused by the Board, to attend three properly called meetings of the Board of Directors within any nine (9) month period, the post of the delinquent member shall be deemed to be vacant.

Section 3. Resignation

Any member of the Board of Directors intending to resign from the Board of Directors shall submit a resignation in writing to the Chair of the Board of Directors.

Section 4. Special Elections

Vacancies *in* the positions of Chair, Vice chair, Secretary and Treasurer shall be filled for the remainder of the term by new officers elected at a special election called by the Chair or Vice Chair for the purpose of filling the vacancy(ies).

Section 5. Leave of Absence

Any member of the Board of Directors may request a leave of absence, in writing, which will be subject to approval by a majority vote of the Board of Directors. The Board of Directors, at its discretion, may make an interim appointment for the duration of the leave.

Section 6. Conflict of Interest/ Nepotism

1. Conflict of Interest.

- a) No Board Member shall use, or attempt to use, any official or apparent authority of their office or duties which places, or could reasonably be perceived as placing their private economic gain or that of any special business or family

- interests with which they are associated, before those of the Corporation.
- b) Board Members shall not have direct or indirect financial or economic interests nor engage in such other employment or economic activity that necessarily involves inherent or substantial conflict, appears to have such substantial conflict with their responsibilities and duties as Board Members.
 - c) Board Members shall not engage in, directly or indirectly, financial or other economic transactions as a result of, or primarily depending upon, information obtained through their membership on the Board.
 - d) Board Members shall not acquire any economic or other financial property, contractual, or other economic interest at a time when they believe or have reason to believe that it will directly and substantially affect or be so affected by their official actions or duties.
 - e) When a Board Member is required to take official action on a matter in which the Board Member has a conflict of interest, he or she should first consider eliminating that interest. If it is not feasible to eliminate the conflicting interest, the Board Member shall:
 - i) Prepare and sign a written statement describing the matter requiring action and the nature of the potential conflict as soon as the Board Member is aware of such conflict. The Board Member shall deliver copies of the written statement to the Secretary for inclusion in the official record of any relevant vote or other decision or determination.
 - ii) Abstain from voting, sponsoring, influencing, or in any manner, attempting to influence any vote, official decision or determination in such matter.
 - t) The abstention by such person from voting or otherwise from participating in the official determination or decision shall not affect the presence of such person for purposes of establishing a quorum necessary to take such action or vote upon such matter.

2. Nepotism

- a) No Board Member shall participate in the consideration of any application for employment or in any other discussion or action by the Board which involves anyone who is a member of the Board Member's same household, who has a significant relationship with the Board Member, or who is related to the Board Member within the third degree of sanguinity or affinity as described below:

One's spouse;

One's parent or a spouse's parent;

One's brother or sister or a spouse's brother or sister;

One's nieces or nephew or a spouse's nieces or nephew;

One's grandmother or grandfather or a spouse's grandmother or grandfather;

One's aunt or uncle or a spouse's aunt or uncle;

One's great grandmother or great grandfather or a spouse's great grandmother or great grandfather;

One's children or a spouse's children;

One's stepchildren or a spouse's stepchildren;

One's grandchildren or a spouse's grandchildren;

One's great grandchildren or a spouse's great grandchildren

ARTICLE VIII. Committees

The Board of Directors may establish such committees from time to time as it finds necessary to accomplish its business purposes. The purpose, authority, membership, duration, compensation and other matters relating to such committees shall be established in written resolutions approved by the Board.

ARTICLE IX. Dissolution

On dissolution or final liquidation of the Corporation, the Board of Directors shall, after paying and making provision for the payment of all liabilities of the Corporation, distribute all of the assets of the Corporation, exclusively for the purpose of the Corporation in such a manner, or to such organization or other organizations organized and operated exclusively for charitable and educational purposes, as shall at that time qualify as an exempt organization or organizations under Section 501 (c)(3) of the Internal Revenue Code of 1986, or

corresponding provisions of any subsequent federal laws, as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by a court of competent jurisdiction exclusively for such purpose or to such organization or organizations, as said court shall determine, which are organized or operated exclusively for such purposes.

ARTICLE X. Amendments

These Bylaws may be amended by an affirmative vote of two-thirds of the members of the Board present at a regularly called meeting of the Board of Directors.

ARTICLE XI. Organizational Policies

The Board of Directors shall revise, as necessary, distribute and abide by the Policies and Procedures necessary for the operation of the Corporation.

ARTICLE XII. Indemnification of Officers

Indemnification shall be provided to all Officers and Directors of the Corporation to the fullest extent permitted by law, including, but not limited to A.R.S. §§10-3850 to 10-3858.

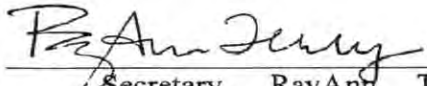
ARTICLE XIII. Adoption

These Bylaws may be amended by a two-thirds vote of the Board of Directors at a regular meeting with a quorum present provided that notice of the proposed alteration, amendment or repeal shall have been given to all Members of the Board of Directors at the next preceding regular meeting of the Board of Directors. These Bylaws may also be amended at any meeting of the Board of Directors, regular or special, upon the unanimous consent of the whole Board of Directors, all of who shall be present and voting.

CERTIFICATION

I hereby certify that the foregoing resolution Amending and Restating the Bylaws of the Corporation was duly considered by the Navajo Health Foundation -- Sage Memorial Hospital, Inc. Board of Directors at a duly called meeting in Scottsdale, Arizona, on December 16, 2017 at which a quorum was present

and that the same was adopted by a vote of 6 in favor, 0 opposed and 0 abstaining.



Secretary, RayAnn Terry
Navajo Health Foundation -
Sage Memorial Hospital, Inc.
Board of Directors

Motioned by: Mayhelle Kelewood
Seconded by: Joyce Moore

EXHIBIT 75

In the Matter of:

Navajo Health Foundation

vs

Razaghi Development Company, LLC.

Tadd Greenfield

June 12, 2024



**G R I F F I N G R O U P
I N T E R N A T I O N A L**

3200 East Camelback Road, Suite 177
Phoenix, Arizona 85018

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Navajo Health Foundation -)
Stage Memorial Hospital,)
Inc., (doing business as)
"Sage Memorial Hospital"),)
Plaintiff,) No. 3:23-cv-08072-DJH
vs.)
Razaghi Development)
Company, LLC, (doing)
business as "Razaghi)
Healthcare"); Ahmad R.)
Razaghi; Tausif Hasan; Does)
1-10,)
Defendants.)
And related counterclaims)
and third-party claims.)

VIDEOCONFERENCE VIDEO RECORDED DEPOSITION OF
TADD SCOTT GREENFIELD

Libby, Montana
June 12, 2024
11:05 a.m. Mountain Daylight Time

REPORTED BY:
WILMA A. WEINREICH, CSR, RPR
Certified Stenographer
Certificate No. 50976

PREPARED FOR:

(ASCII/COPY)



Page 2				Page 4			
1	I N D E X			1	VIDEOCONFERENCE VIDEO RECORDED DEPOSITION OF		
2	WITNESS		Page	2	TADD SCOTT GREENFIELD was taken on June 12, 2024,		
3	TADD SCOTT GREENFIELD			3	commencing at 11:05 a.m. Mountain Daylight Time at the		
4	Examination By Mr. Burns		6	4	home of the deponent, 144 Margaret Lane, Libby, Montana,		
5				5	before WILMA A. WEINREICH, a Certified Stenographer in the		
6				6	State of Arizona.		
7	E X H I B I T S			7			
8	Deposition			8	COUNSEL APPEARING:		
9	Exhibits:	Description	Page	9	For the Plaintiff:		
10	No. 77	Curriculum Vitae of Tadd S. Greenfield (6 pages)	12	10	DICKINSON WRIGHT		
11	No. 78	Letter Dated July 21, 2018 to Christi El-Meligi	63	11	By: Mr. Bradley A. Burns		
12		Re: Completion of Assignment RDC Sage 060879-888 (10 pages)		12	Mr. D. Samuel Coffman		
13	No. 79	Letter Sent July 23, 2018 from Ahmad Razaghi to Christi El-Meligi	76	13	1850 N. Central Avenue		
14		RDC Sage 020882-883 (2 pages)		14	Suite 1400		
15	No. 80	Organizational Chart LBBS_000416 (1 page)	80	15	Phoenix, Arizona 85004		
16				16	For the Defendants:		
17	No. 81	Email Sent July 24, 2018 to Abigail Paul	81	17	THORPE SHWER, P.C.		
18		Re: Statement of Assignment SAGE0024963-964 (2 pages)		18	By: Mr. Andre H. Merrett		
19	No. 82	Meeting with Christi, Tadd, Cheryl and Netrishha Dated July 23, 2018 Document RDC Sage 000455 (1 page)	85	19	Mr. Matthew St. Martin		
20				20	3200 North Central Avenue		
21	No. 83	Letter Dated August 2, 2018 to Christi El-Meligi	94	21	Suite 1560		
22		RDC Sage 000464-465 (2 pages)		22	Phoenix, Arizona 85012		
23				23	ALSO PRESENT:		
24				24	Mr. Alex Marinakis, legal video specialist		
25				25	Mr. Ahmad Razaghi		
					Mr. Tausif Hasan		
					Mr. Todd McGee		

Page 3				Page 5			
1	E X H I B I T S			1	THE VIDEOGRAPHER: We are on the record.		
2	Deposition			2	Today's date is Wednesday, June 12, 2024, and the time is		
3	Exhibits:	Description	Page	3	10:05 a.m. Arizona time.		
4	No. 84	Email String Re Meeting 30 July 2018 RDC Sage 043430-431 (2 pages)	111	4	This is the video recorded deposition of		
5	No. 85	Meeting with Chairperson Document RDC Sage 006776-807 (32 pages)	148	5	Tadd Greenfield noticed by counsel for the Plaintiff in		
6				6	the matter of Navajo Health Foundation - Sage Memorial		
7	No. 86	Email String Re: Razaghi Healthcare Memorandum to the Board of Directors RDC Sage 029416-421 (6 pages)	158	7	Hospital, Incorporated, doing business as Sage Memorial		
8				8	Hospital vs. Razaghi Development Company, LLC, doing		
9	No. 87	Affidavit of Tadd Greenfield RDC Sage 000643-672 (30 pages)	162	9	business as Razaghi Healthcare, et al., and in related		
10	No. 88	Email Sent September 27, 2018 from Abigail Paul	168	10	counterclaims and third party claims.		
11		Re: Confidential - Todd Affidavit Notes RDC Sage 050635-636 (2 pages)		11	This matter is being held in the United		
12	No. 89	Email Sent September 28, 2018 from Ahmad Razaghi	169	12	States District Court for the District of Arizona. The		
13		Re: Confidential - Todd Affidavit Notes RDC Sage 050630-634 (5 pages)		13	case number is 3:23-cv-08072-DJH.		
14	No. 90	Email String Re: Documents Pertaining to 2nd Amended CEO Services Contract SAGE0044284-292 (9 pages)	170	14	The certified court reporter is Wilma		
15				15	Weinreich of Griffin Group International located at 3200		
16	No. 91	Email Sent September 3, 2018 from Tadd Greenfield	172	16	East Camelback Road, Suite 177, Phoenix, Arizona.		
17		Re: Board of Director's Update Letter SAGE0024484 (1 page)		17	My name is Alex Marinakis. I'm the		
18				18	certified legal video specialist for the firm of VideoDep,		
19				19	Incorporated, located in Phoenix, Arizona.		
20				20	Counsel, would you identify yourselves and		
21				21	whom you represent, starting with the Plaintiff's counsel,		
22				22	please.		
23				23	MR. BURNS: Bradley Burns, and my partner		
24				24	Sam Coffman for Plaintiff.		
25				25	MR. MERRETT: Andre Merrett and Matt		



Page 6

1 St. Martin for Defendants.
 2 THE VIDEOGRAPHER: Okay, who is Bradley
 3 Burns?
 4 MR. BURNS: That's me.
 5 THE VIDEOGRAPHER: Oh. Okay. Did we get
 6 everybody then?
 7 MR. BURNS: Yes. That's all counsel.
 8 THE VIDEOGRAPHER: Thank you, Counsel.
 9 The court reporter may swear in the witness
 10 at this time, please.
 11 TADD SCOTT GREENFIELD,
 12 a witness herein, having been first duly sworn by the
 13 Arbitrator to speak the truth and nothing but the truth,
 14 was examined and testified as follows:
 15 EXAMINATION
 16 BY MR. BURNS:
 17 Q. All right. Good morning, everyone -- I think it
 18 is still morning.
 19 Mr. Greenfield, I'm trying to get some
 20 timing issues down because I think we are in different
 21 time zones. Is it around 11:00 where you are?
 22 **A. It's 11:07.**
 23 Q. The plan here is to go for about an hour, take a
 24 break, then go for about another hour, take a lunch
 25 break -- 30 minutes, 45 minutes, you know, it depends on

Page 7

1 what everybody wants -- and then come back and finish the
 2 deposition after that. So Mr. Greenfield, just for
 3 planning, it will probably be around 1:00 your time.
 4 So let's start with -- let's go ahead and
 5 state your full name for the record.
 6 **A. My full name is Tadd Scott Greenfield.**
 7 Q. Where do you reside?
 8 **A. I currently reside in Libby, Montana.**
 9 Q. What's the physical address where you reside?
 10 **A. My home address is 114 Margaret Lane, Libby,**
 11 **Montana 59923.**
 12 Q. When is the last time you visited Arizona?
 13 **A. Oh, approximately -- I don't know the exact date**
 14 **-- approximating two years ago.**
 15 Q. Do you have any kind of property or residence in
 16 Arizona still?
 17 **A. I sold my -- that's when I sold my house two, two**
 18 **and a half years ago.**
 19 Q. Um --
 20 **A. I don't recall the exact date.**
 21 Q. And the move. Why did you move?
 22 **A. For a new job.**
 23 Q. Have you been deposed before?
 24 **A. I have been.**
 25 Q. How many times?

Page 8

1 **A. One time.**
 2 Q. What was it for?
 3 **A. It was a case for another hospital I worked for**
 4 **in Nebraska.**
 5 Q. How long ago was the deposition?
 6 **A. I believe it was 2018, but I can't be sure on**
 7 **that date.**
 8 Q. Were you employed by Razaghi Healthcare at the
 9 time that this deposition --
 10 **A. No. No.**
 11 Q. So this deposition occurred prior to your
 12 involvement with Razaghi Healthcare. Is that right?
 13 **A. Uh-huh.**
 14 Q. I kind of need a sense of scale. So this job in
 15 Nebraska, that's the job you left to come to Razaghi
 16 Healthcare, right?
 17 **A. Well, let me review my CV since you have it up**
 18 **here. It was for Regional West Health Services in**
 19 **Scottsbluff, Nebraska, where I worked from 2016 to 2017.**
 20 **So it was sometime after that date --**
 21 Q. So you were deposed after your employment ended?
 22 **A. After my employment there and after my employment**
 23 **at Razaghi Healthcare.**
 24 Q. So you had actually ended your job at Razaghi
 25 Healthcare and then you got deposed --

Page 9

1 **A. I was working at another -- my CV isn't complete.**
 2 **You are not looking at the totality of my CV. So it was**
 3 **after I worked at Razaghi Healthcare while I was working**
 4 **as a CEO in another hospital in Wyoming.**
 5 Q. What was the dispute that gave rise to the
 6 deposition you gave?
 7 **A. It was a contractual dispute.**
 8 Q. Was the company you worked for the plaintiff or
 9 the defendant?
 10 **A. They were the -- I guess they were the --**
 11 **actually I'm not sure.**
 12 Q. I am trying to get an understanding of what the
 13 claims or allegations and the dispute were that gave rise
 14 to this deposition.
 15 **A. It was a contractual dispute Sodexo International**
 16 **against Regional West Health Services, and it was about**
 17 **payment for services rendered.**
 18 Q. Okay.
 19 Have you ever been a party personally to a
 20 lawsuit?
 21 **A. No.**
 22 Q. I guess I do want to go over the basic ground
 23 rules of a deposition. It seems like you have done this
 24 before, because you have. The important thing especially
 25 in a Zoom deposition is that there's a question and an



<p style="text-align: right;">Page 10</p> <p>1 answer and those need to be separated a little bit. 2 Talking over each other is very bad in 3 person for the court reporter and everyone else but it is 4 really bad in a Zoom deposition. It gets really messy. 5 So far we have done well. Today we will 6 stray from it but it's something we both have to cooperate 7 with. 8 It also allows Mr. Merrett and anybody else 9 to step in with an objection if they have one. 10 Objections, they are typically going to just take the form 11 of like object to form. 12 After that's done, you can just go ahead and 13 answer the question. Sometimes witnesses, like, get 14 confused as to what they should do when an objection is 15 made. 16 Rarely, it's possible though, somebody will 17 try and instruct you not to answer. Then that plays out. 18 So that's a rare circumstance. 19 But generally an objection is done, you 20 know, so it's a question, wait one second for an objection 21 to be lodged if you have it -- if somebody has it, and 22 then if there is no objection, or an objection is lodged, 23 you just go ahead and answer the question. That gives 24 everybody time. 25 A second in conversation is -- it really is</p>	<p style="text-align: right;">Page 12</p> <p>1 MR. MERRETT: Yeah, I can tell you in just a 2 second. 3 MR. BURNS: Great. Thank you, Andre. 4 MR. COFFMAN: I think we are on 76. 5 MR. MERRETT: Yes, that's right. 6 MR. COFFMAN: Exhibit 75 was the last 7 exhibit. No, 76 was the last exhibit. So the next one 8 would be 77. Andre, is that what you have? 9 MR. MERRETT: I thought I had 76 -- yeah, 76 10 is the last exhibit. 11 MR. BURNS: We will mark Exhibit 77 to your 12 deposition, Mr. Greenfield. The numbers are somewhat 13 arbitrary. We are trying to do sequential numbering in 14 the case. 15 BY MR. BURNS: 16 Q. Exhibit 77 is in your chat box here on Zoom. I 17 may refer to a tab number. A tab number is just the first 18 three digits that appear in the file name. So if I say 19 tab 502, that's so you know what we have now marked as 20 Exhibit 77. So tab 502 is -- what is now marked 21 Exhibit 77 to your deposition. 22 Mr. Greenfield, can you review Exhibit 77 23 which is tab 502? 24 A. Sure. 25 Q. The question pending is just what is Exhibit 77?</p>
<p style="text-align: right;">Page 11</p> <p>1 painful sometimes but it's the best way to keep the 2 deposition going. 3 Is there any -- is there anything -- 4 anything at all that would impair your ability to answer 5 fully, completely, lucidly today? 6 A. There is not. 7 Q. I'm talking like medications or any mind-altering 8 situations. There's nothing like that? 9 A. No. 10 Q. Attorneys usually try their best to make their 11 questions comprehensible. Sometimes we all stray from 12 that. 13 If you don't understand a question, just 14 point it out. If you need a break, just point it out. 15 I'm definitely not a task master here. But we typically 16 ask that you not take a break while a question or a line 17 of questioning is pending. 18 Tell me about your educational background. 19 MR. BURNS: We will go ahead and mark 20 Exhibit -- what exhibit number are we on, Sam? Sorry, I 21 had it written down and I lost the scrap, so hold on one 22 second. I think Andre is looking for me. 23 MR. MERRETT: I'm sorry, what? 24 MR. BURNS: Do you know what exhibit number 25 we are on?</p>	<p style="text-align: right;">Page 13</p> <p>1 A. 502 is my CV. 2 Q. Do you know around when this CV was prepared that 3 we are looking at here? 4 A. Oh, based on the date and the work that I have 5 done in here, probably somewhere around -- oh, I can't say 6 for sure. I don't know. It shows my work up to 2018, so 7 somewhere around that time. 8 Q. Okay. Understood. 9 Did you prepare this document? 10 A. Yes. 11 Q. Tell me about your -- earlier there was a mention 12 of it may not be complete. Let we first try and 13 establish. If you could look through it, I am trying to 14 understand is the information in it accurate -- there's 15 nothing that's inaccurate. 16 A. It's accurate what's there, yeah, absolutely. 17 Q. Okay. You said it wasn't complete, I think. So 18 I'll just ask, is Exhibit 77 complete? 19 A. No. 20 Q. What would be missing from it? 21 A. My last -- my current position and the one that I 22 took directly after working for Razaghi Healthcare. 23 Q. Okay. So it would be like the jobs that took 24 place maybe after, you know, July/August 2018, something 25 like that?</p>



<p style="text-align: right;">Page 14</p> <p>1 A. Yes.</p> <p>2 Q. Is it incomplete in any way like prior to --</p> <p>3 prior to August 2018?</p> <p>4 A. I don't believe so.</p> <p>5 Q. I want to understand about your education. We do</p> <p>6 have the CV but I am trying to get it. Can you tell me</p> <p>7 about your education after high school?</p> <p>8 A. I have a -- I went to Concordia College in</p> <p>9 St. Paul, Minnesota. I have a bachelor of arts in social</p> <p>10 science there.</p> <p>11 I went to the University of Missouri-Kansas</p> <p>12 City School of Dentistry and earned a bachelor of science</p> <p>13 in dental hygiene.</p> <p>14 I went to William Jewell College and I have</p> <p>15 a bachelor of science in nursing from William Jewell</p> <p>16 College. And I went to Walden University where I earned a</p> <p>17 master's degree in health care administration.</p> <p>18 Q. I am looking at Exhibit 77. It's sort of Page 5</p> <p>19 to 6. You first mentioned Concordia College. It reflects</p> <p>20 a bachelor of arts in social science.</p> <p>21 What were your career goals at the time?</p> <p>22 What were you trying to do?</p> <p>23 A. Well, I was in the military prior to that and I</p> <p>24 was just really working on getting a college degree at</p> <p>25 that point.</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. Your wife was doing something similar also?</p> <p>2 A. She was. She had graduated from dental hygiene</p> <p>3 school and she was a dental hygienist at the time so it's</p> <p>4 something I thought I might be interested in doing so I</p> <p>5 went to school to do it.</p> <p>6 Q. I see that you graduated in '99. And then</p> <p>7 between '99 and 2003, what's your career look like?</p> <p>8 A. I went -- I worked as a registered dental</p> <p>9 hygienist after I graduated up until the time that I went</p> <p>10 to school to be a registered nurse.</p> <p>11 Q. I see on Page 5 of the resumé the University of</p> <p>12 Missouri School of Dentistry faculty. What did you do as</p> <p>13 faculty?</p> <p>14 A. As I was working as a dental hygienist, part of</p> <p>15 my time I spent as adjunct faculty at the university. I</p> <p>16 taught local anesthesia, pain control, and senior dental</p> <p>17 hygiene clinic.</p> <p>18 Q. Were you employed by the clinic at the</p> <p>19 university?</p> <p>20 A. I was employed by the university part-time, yes.</p> <p>21 And I worked -- was employed by a private practice dentist</p> <p>22 as well.</p> <p>23 Q. Okay. It looks like you go to nursing college</p> <p>24 for nursing starting in 2003. Is that right?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 15</p> <p>1 I really didn't have a lot of direction as</p> <p>2 far as what I wanted to do for my career. I was very</p> <p>3 interested in political science and history and those</p> <p>4 types of things so that was the focus of my degree.</p> <p>5 Q. What did you do from '92 to '97?</p> <p>6 A. What did I do? I worked -- I supported my wife</p> <p>7 as she went through college to be a registered dental</p> <p>8 hygienist.</p> <p>9 Q. Tell me about the work that you did during that</p> <p>10 time frame.</p> <p>11 A. My in-laws, my wife's parents, owned an auto</p> <p>12 parts store in Hardin, Montana, and I worked there. It</p> <p>13 was close to Sheridan, Wyoming, where my wife went to</p> <p>14 dental hygiene school.</p> <p>15 Q. Was that the consistent job from '92 to '97</p> <p>16 approximately?</p> <p>17 A. Yeah.</p> <p>18 Q. Any other notable jobs or education?</p> <p>19 A. Right out of college I worked for a company in</p> <p>20 Minnesota called ABRA Auto Body and I was their corporate</p> <p>21 customer service manager. I did that first.</p> <p>22 Q. I see in '97 you go to the University of Missouri</p> <p>23 School of Dentistry. What made you decide to sort of</p> <p>24 change careers?</p> <p>25 A. Just had an interest in that.</p>	<p style="text-align: right;">Page 17</p> <p>1 Q. Why did you decide to change careers?</p> <p>2 A. Just felt that nursing had a more variety and</p> <p>3 more opportunity for upward mobility.</p> <p>4 Q. After you graduate from college for nursing in</p> <p>5 2004, tell me about your career from there.</p> <p>6 A. I started out at Independence Regional as a staff</p> <p>7 nurse. I worked in the cardiovascular ICU. I was</p> <p>8 promoted up to charge nurse.</p> <p>9 I went to a geropsych unit in that same</p> <p>10 hospital, and then I was promoted to manager. And it was</p> <p>11 at that point I wanted to -- I felt -- after the manager</p> <p>12 position, I felt like that was a good track for me as</p> <p>13 leadership in health care so I went to work as a head</p> <p>14 nurse/nurse manager for med-surg at a veterans's hospital</p> <p>15 in Columbia, Missouri, and then director of patient care</p> <p>16 services at Banner Health Care in Worland, Wyoming. So</p> <p>17 just progressing up through the ranks, leadership ranks</p> <p>18 basically.</p> <p>19 Q. What made you want to do sort of like management</p> <p>20 rather than direct patient care?</p> <p>21 A. Well, I felt like as a nurse you can help one</p> <p>22 person at a time. As a leadership position, you can help</p> <p>23 lots of patients at a time.</p> <p>24 So it was really -- I felt I could have more</p> <p>25 -- I could have more impact on patient care and improving</p>



Page 18

1 things in hospital if I were in a leadership position.
2 Q. I see that you went to Walden University starting
3 in 2008 and then you got a master's in health care
4 administration. What made you want to do that?
5 A. I wanted to get into higher levels of hospital
6 leadership, and you have to have a master's degree in
7 order to do things like that. To be a CNO or a chief
8 operating officer or CEO, you have to have a master's
9 degree.
10 Q. So when you start going for your master's, you
11 are aspiring to rise in hospital administration, right?
12 A. Yes.
13 Q. I guess the question is, when was your first
14 hospital administration job that wasn't managing nurses?
15 A. When I wasn't managing nurses. Well, I feel like
16 -- I think I always am.
17 Q. Fair enough.
18 A. In one way or another you do. I mean -- so I
19 guess I don't understand the question.
20 Q. Sure. I see here in the CV, in the early career
21 zone, from approximately 2006 to 2010 I see some kind of
22 management job that appears to be overseeing nurses. Is
23 that a fair way to put that?
24 A. I'm sorry, could you say that again?
25 Q. From around 2006 to around 2010, I see some kind

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1 of management jobs where you appear to be overseeing
2 nurses. Is that a fair characterization?
3 A. Yes.
4 Q. You weren't like overseeing doctors or something
5 like that, right?
6 A. No.
7 Q. You weren't overseeing HR or something like that,
8 right?
9 A. No.
10 Q. I'm trying to understand when you became in
11 management for more than just overseeing nursing or the
12 department involving nursing.
13 A. That would be in director of patient care
14 services 2010-2011 on my early career information on my
15 CV.
16 I had more than nursing departments. I had
17 other departments like respiratory therapy and physical
18 therapy and those types of clinical departments.
19 Q. Okay. How long did that job last? I see 2010 to
20 '11. Was it two years long, or approximately when to
21 approximately when?
22 A. I worked for Banner for about three years so I
23 would say it was -- I don't have the months on there so I
24 can't say for sure, but it was, I don't know, a year and a
25 half maybe. I can't say for sure. I don't have the

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1 months on there.
2 Q. I'm going to move up to Page 4 to the next job.
3 Starting at the bottom it seems to be the oldest job and
4 then as it moves up it gets more recent, which is typical
5 for a CV.
6 On Page 4 I see a reference to chief nursing
7 officer. Was that job different than director of patient
8 care services?
9 A. Yes. That's actually the senior portion of the
10 hospital in the C suite.
11 Q. What is chief nursing officer?
12 A. It's the required position that every hospital
13 has to have to maintain licensure. It's the only position
14 in a hospital where you have to have a license -- I mean
15 in a C suite where you have to have a license to hold that
16 position.
17 Q. What is the scope of the responsibilities for the
18 chief nursing officer?
19 A. Clinical quality, quality improvement, budgets
20 for all of the nursing departments. Just general
21 management of the hospital in concert with the CEO.
22 Q. I just want to -- you are working with the CEO,
23 right, in that role?
24 A. Yes.
25 Q. But the -- I mean, for lack of a better word, the

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1 department you oversee is like all nursing activities,
2 right?
3 A. No. All clinical activities and budget for all
4 of the departments.
5 Q. This hospital you are working at at this time, is
6 it a for-profit or non-profit hospital?
7 A. Not-for-profit.
8 Q. Does this hospital have management that is
9 contracted around this time?
10 A. No. These were all employed by Banner Health
11 Care.
12 Q. And Banner Health Care is managing its own
13 facilities, right?
14 A. Yes. It's a huge company and based in Arizona.
15 You've probably heard of it.
16 Q. Running back -- here we are in, you know, the
17 chief nursing officer job in around 2011 to 2012. Running
18 backwards in your career, had you worked at a hospital
19 before where it was managed by a contractor?
20 A. No.
21 Q. Moving -- moving to the next job you have, so
22 departing Page 4 of Exhibit 77 and going to Page 3 of
23 Exhibit 77, I see Great Plains Health, and the dates on
24 that appear to be March 2012 to March 2016.
25 What did you do at Great Plains Health?



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1 **A. I was a chief clinical officer, so all the**
2 **clinical departments reported up through me as well as**
3 **information technology.**
4 Q. How is it different than chief nursing officer?
5 **A. It was just an expanded role. This is a bigger**
6 **hospital.**
7 Q. Like you have more departments reporting to you?
8 **A. Many more.**
9 Q. Does the chief nursing officer report to you?
10 **A. The chief nursing officer reported to me in this**
11 **role.**
12 Q. Tell me about how Great Plains Health was
13 administered. Who managed that hospital?
14 **A. It's a private not-for-profit corporation.**
15 Q. But like the management team wasn't contracted,
16 right?
17 **A. Everyone's employed.**
18 Q. Why do you -- why do you decide -- how do you
19 decide going from the chief nursing officer job in
20 Wyoming? Why do you end up doing the chief clinical
21 officer job in Nebraska?
22 **A. Career progression.**
23 Q. I think I know what you mean but I do want to put
24 some color on it. It was a better job?
25 **A. Better job, more money, and getting closer to**

Page 23

1 **being a CEO of a hospital.**
2 Q. But through this point, and we are talking about
3 2016 now, you have never worked at a hospital that had
4 private management -- contracted management managing it,
5 right?
6 **A. Up to this point, no.**
7 Q. So why do you -- the job changes again and now we
8 are moving on to Page 2 of the CV. I see the Regional
9 West Health Services in Scottsbluff, Nebraska, starting in
10 March 2016 and running through May of '17. It says
11 executive vice president chief operating officer. Do you
12 see that?
13 **A. Yes.**
14 Q. Why did you make this career change?
15 **A. More responsibility, higher level job, more**
16 **compensation, career -- so same thing. Career**
17 **progression.**
18 Q. Tell me what the role of executive vice president
19 and COO was at Regional West.
20 **A. I was the hospital president of the Level II**
21 **trauma center and all of the clinical departments, HR**
22 **functions, IT, everything reported up through me.**
23 Q. Management at Regional West, was it contracted
24 management?
25 **A. No. We were all employed.**

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1 Q. The next job moves on to the first page running
2 on to the second. Canyon Vista Medical Center in Sierra
3 Vista, Arizona, May 2017 through October 2017, and then I
4 think there's reference to chief operating officer.
5 Why the career change there?
6 **A. Really the same thing. This was a for-profit**
7 **company, and there's lots of opportunity with that**
8 **company. It was growing and expanding so I was recruited**
9 **to that position and my first job there was at Canyon**
10 **Vista Medical Center.**
11 Q. The management at Canyon Vista Medical Center,
12 was it contracted management?
13 **A. No. It was all -- we were all employed.**
14 Q. That job, it appears to just be five months. Why
15 so short?
16 **A. I ended up -- well, I ended up really not liking**
17 **that position very well and so I decided to make a change.**
18 **I actually needed some time off from health care**
19 **operations.**
20 Q. What did you not like about the job at Canyon
21 Vista Medical Center?
22 **A. I didn't like working seven days a week.**
23 Q. Anything else? Was it just the schedule?
24 **A. It was -- yeah, it was just a really demanding**
25 **job.**

Page 25

1 Q. Okay. So you take some time off starting in
2 October of 2017. Is that right?
3 **A. Yes.**
4 Q. And then I see here you start working at Razaghi
5 Healthcare around January of 2018. Is that right?
6 **A. Approximately, yes.**
7 Q. Okay. How do you first become acquainted with
8 Razaghi Healthcare?
9 **A. As a consultant through a company.**
10 Q. Tell me about the details on that, sort of like
11 who, what, and where.
12 **A. I am trying to remember the name of the company.**
13 **I was contacted through a consulting company. Honestly,**
14 **the name slips me right now.**
15 **But they contacted me about the job and I**
16 **interviewed at Razaghi Healthcare and ended up taking the**
17 **position.**
18 Q. I want to -- I want to understand. Around when
19 did you first hear of Razaghi Healthcare?
20 **A. Probably in -- probably November of '17 when I**
21 **was first contacted not by Razaghi but by the temporary**
22 **company.**
23 Q. Okay. So the job at Canyon Vista Medical Center
24 had ended around November of 2017, right?
25 **A. Uh-huh.**



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1 Q. You are taking some time off but you are also
2 starting to look for a job?
3 **A. Once you have a lot of experience in hospitals,**
4 **you get a lot of people reaching out to you asking you**
5 **about positions and things like that. That's an ongoing**
6 **thing.**
7 Q. So a job headhunter reaches out to you?
8 **A. Basically, yes.**
9 Q. And they first expose you to Razaghi Healthcare,
10 right?
11 **A. Uh-huh.**
12 Q. Had you heard of them, Razaghi Healthcare, prior
13 to?
14 **A. Never, no.**
15 Q. Okay. I keep using the word Razaghi Healthcare.
16 Are you familiar with Razaghi Development Company?
17 **A. Yes.**
18 Q. What was Razaghi Development Company?
19 **A. So Razaghi Development is a comprehensive part of**
20 **the company where we wouldn't just do health care**
21 **management. We would do other things like, you know,**
22 **develop other health systems or -- potentially or assist**
23 **with building new hospitals. Really anything health care**
24 **related.**
25 Q. Okay. When you got a check during your time

1 **A. No.**
2 Q. And you didn't work with any hospitals where the
3 management was contracted, right?
4 **A. Correct.**
5 Q. So in one sense you are working in the same
6 industry; in another sense you are changing the type of
7 company quite a bit, aren't you?
8 **A. Well, I don't know. I did this -- you do the**
9 **same things in a hospital I did in this capacity as I did**
10 **in all the other hospitals.**
11 **So hospitals are pretty much run the same no**
12 **matter where you are. So, I guess contractually things**
13 **are different. But for me, working in the hospital, no,**
14 **it was the same stuff.**
15 **It's people, it's quality improvement, it's**
16 **patients, it's -- it's really just computer systems and**
17 **the revenue cycle is the same no matter where you go, so I**
18 **would say it's very similar.**
19 Q. The operational side is very similar, right?
20 **A. Yes.**
21 Q. To what you did -- let me ask again. The
22 operational side is very similar to what you had done in
23 your career up to this point?
24 **A. Yes.**
25 Q. But the relationship between Razaghi Healthcare

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1 working at a Razaghi related entity, where did it come
2 from? What company paid you?
3 **A. I believe it was Razaghi Healthcare.**
4 Q. Okay. When I refer to Razaghi Healthcare today,
5 I'm referring to your employer. Are we on the same page
6 with that?
7 **A. Yes.**
8 Q. Okay. I think I said this but I can't remember
9 if I did.
10 You had not heard of Razaghi Healthcare --
11 had you heard of Razaghi Healthcare before a headhunter
12 reached out in approximately November 2017?
13 **A. No.**
14 Q. What did you first learn about Razaghi
15 Healthcare? Tell me how you decided you would interview.
16 **A. Just talking to the recruiter, it was an**
17 **opportunity for me to work -- continue my career in health**
18 **care as a consultant, not make a commitment really to**
19 **another hospital, and still work in health care in really**
20 **a different capacity. That was the attraction for me.**
21 Q. Okay. Prior to this point you hadn't done any
22 consulting?
23 **A. No.**
24 Q. And you hadn't done any contracted managing,
25 right?

1 and entities it managed, that's new to you, isn't it?
2 **A. I would say so, yes.**
3 Q. What's your understanding of the business
4 organization called Navajo Health Foundation - Sage
5 Memorial Hospital, Incorporated?
6 **A. I just know it as Sage Memorial Hospital.**
7 Q. Today we will call it Sage Memorial, Sage
8 Memorial Hospital, whichever you want, but you'll know I
9 am referring to that company I just mentioned, right?
10 **A. Yes.**
11 Q. Okay. Getting back to Razaghi Healthcare. So
12 you end up interviewing at some point in late 2017. Who
13 do you interview with?
14 **A. Christi El-Meligi.**
15 Q. Anyone else?
16 **A. I believe Netrishia was in on part of the**
17 **interviews. I can't remember her last name.**
18 Q. It's usually -- just in this case we also call
19 them Christi and Netrishia. But you know who I'm talking
20 about when I say Christi, right?
21 **A. Yes.**
22 Q. And the same with Netrishia?
23 **A. Yes.**
24 Q. Okay. Anyone else interview you?
25 **A. Well, I interviewed basically with those two in**



<p style="text-align: right;">Page 30</p> <p>1 Scottsdale, and then they wanted me to interview with the 2 leadership team at Sage Memorial Hospital, which I did do. 3 Q. We will come back to the leadership team. What I 4 want to understand is what you thought you would be doing 5 as a result of these interviews, like what was your task 6 going to be. 7 A. It was going to be -- really it was not clear but 8 there would be a lot of the things that I have a lot of 9 experience in doing. 10 It would be, you know, quality improvement. 11 I wrote a quality manual for them the first few months for 12 Sage Memorial while I was there. 13 I attended some of the quality meetings. 14 Just generally assisting with whatever was -- whatever 15 gaps were there that needed to be filled. 16 Q. Okay. This is going to be a silly question, 17 given what we all in this room know, but eventually this 18 will be a judge and jury that don't know anything. 19 I'm trying to understand. Who did you think 20 you would be doing those services for? 21 A. I thought -- I thought I was there to help Sage 22 Memorial get better, improve their quality. 23 Q. The specific idea was that you would be working 24 on Sage Memorial projects, right? 25 A. Exactly.</p>	<p style="text-align: right;">Page 32</p> <p>1 different and still related to health care, health care 2 management. 3 Q. When you take this job, where are you living? 4 A. When I took this job I was living in Billings, 5 Montana. 6 Q. Did it involve -- did taking this job involve a 7 move? 8 A. At first I didn't move; I traveled. 9 Q. When you traveled, where would you travel? 10 A. I would travel from Billings to -- it would 11 depend on where I was needed, where Christi wanted me to 12 go. I would travel either to Phoenix or I would go 13 directly to Ganado depending on where she felt I should 14 be. 15 Q. Is Ganado the location of Sage Memorial Hospital? 16 A. Yes. Uh-huh. 17 Q. How many days a month -- so you started in 18 approximately January. How many days a month during that 19 first time -- first few months of working would you spend 20 in Ganado? 21 A. I can't say for sure. I spent -- I split my 22 time. I know this is new -- this is new and in your minds 23 at the top of it. 24 This is six years ago for me and I have had 25 two CEO jobs. So I'm not trying to be difficult, but the</p>
<p style="text-align: right;">Page 31</p> <p>1 Q. How many hospitals was Razaghi Healthcare 2 managing during -- when you interviewed? 3 A. Just this one. 4 Q. And did it manage any other hospitals during your 5 time at Razaghi Healthcare? 6 A. No. 7 Q. Okay. Let's go back to the meeting of the 8 leadership team. You interviewed with Christi and 9 Netrishia in Scottsdale and then I think you said you 10 wanted -- they wanted you to meet with the leadership 11 team. Tell me how that goes. What happens next? 12 A. I drove down -- they gave me directions to Sage 13 in Ganado, Arizona, and I drove out there and met with the 14 leadership team. 15 Q. Who did you meet with on the leadership team? 16 A. Specifically names I can't say for sure. But I 17 mean the CNO, the human -- director of human resources, 18 the clinical managers. Those types of folks. 19 Q. How did those interviews go? 20 A. They went very well. 21 Q. Obviously you eventually get offered the job, 22 right? 23 A. Yes. 24 Q. How did you decide it's a job you wanted to take? 25 A. It was really for me just something new and</p>	<p style="text-align: right;">Page 33</p> <p>1 specificity of how many days I worked here, how many days 2 I worked there I just can't -- I can't truthfully answer 3 that. 4 I split my time. I spent some time in 5 Scottsdale and I spent some time in Ganado at Sage 6 Memorial, but I can't truthfully say I know exactly the 7 time split. It's just not possible for me to do that and 8 tell the truth. 9 Q. When you visited Ganado, about how many days 10 would you say? Let me rephrase that. 11 You didn't have a house in Ganado, right? 12 A. No. It's on the Indian -- 13 Q. If you spent the night, where would you stay? 14 A. Usually I stayed on campus or I would stay in a 15 hotel in Gallup. 16 Q. So the typical visit when you are in Gallup or 17 Ganado, how many days would that be? 18 A. Probably two or three days in a row. 19 Q. You weren't spending multiple weeks there at a 20 time, though? 21 A. No. 22 Q. And then when you visited Scottsdale, why 23 Scottsdale? 24 A. That's where Razaghi Healthcare offices are. 25 Q. Had you worked at a hospital before where the</p>



<p style="text-align: right;">Page 34</p> <p>1 CEOs didn't work on site?</p> <p>2 A. No.</p> <p>3 Q. What did you think of that when you first were</p> <p>4 exposed to it?</p> <p>5 A. You are asking for my opinion?</p> <p>6 Q. I am asking what you thought at the time when you</p> <p>7 were first exposed to it.</p> <p>8 A. Well, this was a new -- so I'm giving you my</p> <p>9 opinion which you asked for. Hospitals work in different</p> <p>10 ways. Things seemed to be going pretty well there so I</p> <p>11 really didn't think that much about it.</p> <p>12 Q. What was normal or good for a hospital's</p> <p>13 relationship with its contracted management?</p> <p>14 You were learning that on the job here in</p> <p>15 2018, right?</p> <p>16 A. Uh-huh.</p> <p>17 Q. I forgot to go over one more ground rule.</p> <p>18 Uh-huhs, they just don't come through in a transcript, so</p> <p>19 I am going to re-ask the question.</p> <p>20 What was normal or good for contracted</p> <p>21 management with a hospital, you were learning that on the</p> <p>22 job in 2018, right?</p> <p>23 MR. MERRETT: Form.</p> <p>24 THE WITNESS: I guess, could you phrase that</p> <p>25 in a different way?</p>	<p style="text-align: right;">Page 36</p> <p>1 works and what doesn't work.</p> <p>2 BY MR. BURNS:</p> <p>3 Q. And do you think you melded with the Razaghi</p> <p>4 Healthcare culture?</p> <p>5 A. I think I did pretty well, yes.</p> <p>6 Q. I'd like to talk about what you did to prepare</p> <p>7 for today's deposition. Tell me what you did.</p> <p>8 A. I met with Andre and we reviewed some documents.</p> <p>9 Q. Just for the record you are referring to</p> <p>10 Mr. Andre Merrett who is on this deposition as well?</p> <p>11 A. That's correct.</p> <p>12 Q. How many documents did you review?</p> <p>13 A. The most accurate answer I can give you is</p> <p>14 numerous documents.</p> <p>15 Q. How long did you meet with Mr. Merrett?</p> <p>16 A. Approximately two hours.</p> <p>17 Q. When did this occur?</p> <p>18 A. Friday. This past Friday.</p> <p>19 Q. How much time have you spent reviewing documents</p> <p>20 in preparation for your meeting with Mr. Merrett or after</p> <p>21 your meeting with Mr. Merrett?</p> <p>22 A. None. You don't have to prepare to tell the</p> <p>23 truth.</p> <p>24 Q. I thought you said you reviewed documents.</p> <p>25 A. With Mr. Merrett. You said outside of that.</p>
<p style="text-align: right;">Page 35</p> <p>1 BY MR. BURNS:</p> <p>2 Q. Sure. This finding out that contracted</p> <p>3 management can work in a different city than the hospital</p> <p>4 is located, that's new to you at your new job in 2018,</p> <p>5 right?</p> <p>6 A. Yes.</p> <p>7 Q. And whether or not that's good or not, you're</p> <p>8 learning that on the job in 2018, aren't you?</p> <p>9 A. Yes.</p> <p>10 Q. Who's teaching you what's normal or good?</p> <p>11 A. Well --</p> <p>12 MR. MERRETT: Form.</p> <p>13 THE WITNESS: Could you state that in a</p> <p>14 different way?</p> <p>15 BY MR. BURNS:</p> <p>16 Q. Sure. Is there anyone that's teaching you what's</p> <p>17 normal or good for management behavior for a contracted</p> <p>18 management company?</p> <p>19 MR. MERRETT: Form.</p> <p>20 THE WITNESS: Most of what you learn working</p> <p>21 in hospitals you learn for yourself on the job, so it's --</p> <p>22 you know, you get to a certain point you don't have</p> <p>23 somebody "teaching" you.</p> <p>24 I mean companies have cultures and you sort</p> <p>25 of meld with the culture and over time you determine what</p>	<p style="text-align: right;">Page 37</p> <p>1 Q. So no review of documents outside of that?</p> <p>2 A. I have not reviewed documents.</p> <p>3 Q. Did you meet with any attorneys other than</p> <p>4 Mr. Merrett?</p> <p>5 A. No.</p> <p>6 Q. Did you meet with anyone else other than</p> <p>7 Mr. Merrett?</p> <p>8 A. Related to?</p> <p>9 Q. To prepare for your deposition today.</p> <p>10 A. No.</p> <p>11 Q. You were aware at some point that a lawsuit got</p> <p>12 filed that has generated this deposition today, right?</p> <p>13 A. Yes.</p> <p>14 Q. Have you talked to anyone about the subject of</p> <p>15 that lawsuit other than Mr. Merrett?</p> <p>16 A. Yes.</p> <p>17 Q. Who?</p> <p>18 A. Ahmad Razaghi.</p> <p>19 Q. Have you communicated with Mr. Razaghi about the</p> <p>20 subject of the suit?</p> <p>21 A. Over the past probably few months I guess, maybe</p> <p>22 a little bit longer.</p> <p>23 Q. How would you communicate with him?</p> <p>24 A. I'm sorry?</p> <p>25 Q. How would you communicate with Mr. Razaghi?</p>



<p style="text-align: right;">Page 38</p> <p>1 A. This way, Zoom meetings.</p> <p>2 Q. Did Mr. Razaghi share or show you documents</p> <p>3 during Zoom meetings?</p> <p>4 MR. MERRETT: Object to form.</p> <p>5 And I am going to instruct the witness not</p> <p>6 to testify as to any Zoom meetings at which counsel for</p> <p>7 the Defendants were present.</p> <p>8 BY MR. BURNS:</p> <p>9 Q. I'll -- I just want a clear record,</p> <p>10 Mr. Greenfield. Mr. Merrett has just given you</p> <p>11 instruction. You are following that instruction, right?</p> <p>12 A. I'm sorry, what did you say?</p> <p>13 Q. Mr. Merrett has --</p> <p>14 A. I am having trouble hearing you.</p> <p>15 Q. Can you hear me okay now?</p> <p>16 A. Uh-huh.</p> <p>17 Q. Mr. Merrett just gave an instruction. I just</p> <p>18 need a clear record. Are you following that instruction?</p> <p>19 A. Yes.</p> <p>20 Q. I'm not asking you to give me the content of</p> <p>21 conversations but I need to understand these</p> <p>22 conversations.</p> <p>23 Were there meetings at which Mr. Razaghi and</p> <p>24 Mr. Merrett were present?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 40</p> <p>1 most part, I was an observer in these.</p> <p>2 I didn't work for the company long enough to</p> <p>3 really have any input, and I'm not an expert in Title 638,</p> <p>4 you know.</p> <p>5 I was the CEO there for a short period of</p> <p>6 time, I guess that's my value here now, but I mean I</p> <p>7 wasn't intimately involved in any of the billing or</p> <p>8 invoicing or those types of things. So I would say that</p> <p>9 for the most part I was an observer in most of those</p> <p>10 meetings.</p> <p>11 Q. Okay. I'm talking about your conversations with</p> <p>12 Mr. Razaghi in the last 18 months. Like during this</p> <p>13 lawsuit. Okay? Let me rephrase that.</p> <p>14 I want to know about conversations you had</p> <p>15 with Mr. Razaghi since you became aware of this lawsuit.</p> <p>16 Tell me about those conversations with Mr. Razaghi.</p> <p>17 MR. MERRETT: Keeping in mind the objection</p> <p>18 and previous instructions.</p> <p>19 BY MR. BURNS:</p> <p>20 Q. Good point. Let me rephrase the question.</p> <p>21 I'm talking about conversations you had with</p> <p>22 Mr. Razaghi that Mr. Merrett was not present at since you</p> <p>23 became aware of this lawsuit.</p> <p>24 Can you tell me about those communications?</p> <p>25 A. Again, most of those conversations there were</p>
<p style="text-align: right;">Page 39</p> <p>1 Q. At those meetings, did you communicate with</p> <p>2 Mr. Razaghi about the subject of these lawsuits?</p> <p>3 A. Yes.</p> <p>4 Q. Now, after I ask this question I am going to ask</p> <p>5 you to pause to allow Mr. Merrett to make an objection.</p> <p>6 I would like you to tell me everything you</p> <p>7 remember about your conversations with Mr. Razaghi at</p> <p>8 those meetings.</p> <p>9 MR. MERRETT: Object to form and instruct</p> <p>10 the witness not to answer as to anything discussed with</p> <p>11 Mr. Razaghi during those meetings involving counsel for</p> <p>12 Defendants.</p> <p>13 BY MR. BURNS:</p> <p>14 Q. Mr. Greenfield, are you going to follow</p> <p>15 Mr. Merrett's instruction?</p> <p>16 A. I am.</p> <p>17 Q. So now I'm going to talk about communications</p> <p>18 with Mr. Razaghi that didn't involve Mr. Merrett. Did you</p> <p>19 have -- since January 1, 2023, so any time in the last</p> <p>20 18 months or so, have you had communications with</p> <p>21 Mr. Razaghi at which an attorney was not present?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Tell me about those.</p> <p>24 A. In general most of the meetings were -- I'm not</p> <p>25 involved, you know, in a lot of these things. For the</p>	<p style="text-align: right;">Page 41</p> <p>1 other people there, and I really didn't have a lot of</p> <p>2 input into anything. Just listening, just listening in.</p> <p>3 I wasn't really an active participant.</p> <p>4 Q. What would Mr. Razaghi talk about?</p> <p>5 A. The court case and strategy and understanding,</p> <p>6 things like that.</p> <p>7 Q. What was the strategy?</p> <p>8 A. What was the strategy?</p> <p>9 Q. Yeah.</p> <p>10 A. In general I guess.</p> <p>11 MR. MERRETT: Just a second, Tadd. Before</p> <p>12 you answer that question, I'm going to object to the form</p> <p>13 of the question to the extent it calls for</p> <p>14 Mr. Greenfield's disclosure of privileged communications</p> <p>15 that was protected by attorney-client privilege other than</p> <p>16 myself. Mr. Greenfield cannot waive that privilege on</p> <p>17 behalf of Mr. Razaghi or RDC.</p> <p>18 MR. BURNS: You can answer, Mr. Greenfield.</p> <p>19 MR. MERRETT: But Mr. Greenfield, you should</p> <p>20 consider whether or not your answer will disclose</p> <p>21 confidential information shared to you by RDC from any</p> <p>22 prior counsel.</p> <p>23 THE WITNESS: I am going to follow Andre's</p> <p>24 advice and not answer.</p> <p>25</p>



<p style="text-align: right;">Page 42</p> <p>1 BY MR. BURNS:</p> <p>2 Q. At the time of these conversations with</p> <p>3 Mr. Razaghi that we have been talking about here, you were</p> <p>4 no longer employed by Razaghi Healthcare, correct?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. And an attorney was not present, correct?</p> <p>7 A. Sometimes correct.</p> <p>8 Q. So I'm talking about the times where an attorney</p> <p>9 was not present.</p> <p>10 What did Mr. Razaghi say in those</p> <p>11 conversations? I need to know everything you can</p> <p>12 recollect.</p> <p>13 A. Again, I'm going to follow Andre's advice.</p> <p>14 Q. Mr. Razaghi discussed things that were not the</p> <p>15 advice from an attorney, correct? He discussed things</p> <p>16 other than advice from an attorney, correct?</p> <p>17 A. I don't know that for sure. I can't answer what</p> <p>18 advice he had from his attorney.</p> <p>19 Q. He discussed facts of the case, didn't he?</p> <p>20 A. I'm sure he did at times.</p> <p>21 Q. Tell me about when he discussed facts.</p> <p>22 A. I'm going back to -- I'm going to follow Andre's</p> <p>23 advice. He's advised me not to answer questions that</p> <p>24 violate attorney-client privilege.</p> <p>25 Q. Well, I'm asking about -- not about</p>	<p style="text-align: right;">Page 44</p> <p>1 We were, you know, talking about what our</p> <p>2 responsibility was. We -- when the contract was</p> <p>3 terminated, we just discussed things like responsibility,</p> <p>4 making sure that everything kept working well in the</p> <p>5 hospital.</p> <p>6 We were nervous about not having access</p> <p>7 there and something, you know, going wrong or something</p> <p>8 getting omitted.</p> <p>9 So a lot of the conversations were about</p> <p>10 things like that, operational-type things. So we were --</p> <p>11 it was kind of scary, scary for me, that one day you're</p> <p>12 managing a hospital; the next day you can't even be on</p> <p>13 campus.</p> <p>14 So, you know, when you care about what you</p> <p>15 do, you are concerned about those types of things. So we</p> <p>16 had conversations about things like that.</p> <p>17 And then there was some contractual</p> <p>18 conversations. Again, I'm in the periphery of these</p> <p>19 things that, you know, about what would be, you know --</p> <p>20 what would be the right -- what would be the right</p> <p>21 situation for us to be in given that the contract was</p> <p>22 terminated.</p> <p>23 MR. BURNS: Okay. I have run over my</p> <p>24 intended break time so let's take a -- let's call it a</p> <p>25 ten-minute break. We will come back in Phoenix time</p>
<p style="text-align: right;">Page 43</p> <p>1 communications with attorneys. I'm not asking about</p> <p>2 advice from attorneys.</p> <p>3 I'm asking about facts that Mr. Razaghi</p> <p>4 discussed in your presence outside of the presence of an</p> <p>5 attorney. So I want you to tell me about that.</p> <p>6 MR. MERRETT: Brad, I'm sorry, I don't mean</p> <p>7 to interrupt your deposition. I just want to make clear</p> <p>8 my last objection in counsel to Mr. Greenfield was based</p> <p>9 on your question asking what Mr. Razaghi said about</p> <p>10 strategy which I think is privileged information or</p> <p>11 dangerously close to. My instructions do not relate to</p> <p>12 basic factual discussions.</p> <p>13 MR. BURNS: Thanks for clarifying.</p> <p>14 BY MR. BURNS:</p> <p>15 Q. So, Mr. Greenfield, tell me about what</p> <p>16 Mr. Razaghi said about facts in these conversations.</p> <p>17 A. Most of the discussions were about -- were about</p> <p>18 -- need to think about this for a second. Again, I'm on</p> <p>19 the periphery of this thing so it's hard to recollect back</p> <p>20 about what specifically we talked about.</p> <p>21 But I would just say about -- we talked a</p> <p>22 lot about when the -- when the contract was terminated and</p> <p>23 he felt -- a lot of it was just recollecting back about</p> <p>24 the work that we were doing when the contract was</p> <p>25 terminated.</p>	<p style="text-align: right;">Page 45</p> <p>1 11:15. So that's ten minutes from now. We will go off</p> <p>2 the record and see you all in ten minutes.</p> <p>3 THE VIDEOGRAPHER: We are going off the</p> <p>4 record. The time is 11:05 a.m.</p> <p>5 (Recess taken 12:05 p.m. - 12:19 p.m.</p> <p>6 Mountain Daylight Time)</p> <p>7 THE VIDEOGRAPHER: We are back on the</p> <p>8 record. The time is 11:19 a.m.</p> <p>9 BY MR. BURNS:</p> <p>10 Q. We are back on the record. I have been asked by</p> <p>11 the court reporter, Mr. Greenfield, to ask where you're</p> <p>12 physically located right now just for absolute clarity.</p> <p>13 A. Where I'm physically located?</p> <p>14 Q. Yeah.</p> <p>15 A. In Libby, Montana.</p> <p>16 Q. Is that your residence there that we talked about</p> <p>17 earlier?</p> <p>18 A. It's at my residence.</p> <p>19 Q. I'm not asking you about the content of</p> <p>20 conversations, I want to be clear about that, but during</p> <p>21 this break did you have a conversation with Mr. Merrett?</p> <p>22 A. Yes, I did.</p> <p>23 Q. About how long did that conversation last?</p> <p>24 A. Three minutes.</p> <p>25 Q. I'm going to put in front of you Exhibit 59 on</p>



<p style="text-align: right;">Page 46</p> <p>1 Zoom. It's going to go into the chat there. Exhibit 59</p> <p>2 has already been marked in this case so others have it.</p> <p>3 Let me know, Mr. Greenfield, when you have Exhibit 59.</p> <p>4 A. It's downloading. It's asking me to save this,</p> <p>5 which I don't want to do on this computer. Is there any</p> <p>6 way you can share the document?</p> <p>7 Q. Well, it's all going to be something that ends up</p> <p>8 on that computer in order for you to be able to look at</p> <p>9 the document.</p> <p>10 I can show it page by page as a presenter</p> <p>11 but you wouldn't be able to manipulate the document</p> <p>12 yourself.</p> <p>13 So usually if you just click on sort of the</p> <p>14 PDF symbol there, it will just open the document. I will</p> <p>15 send it again.</p> <p>16 A. There we go. It just opened up.</p> <p>17 Q. Probably some kind of download issue. Okay.</p> <p>18 So I'm looking at Exhibit 59. Do you see,</p> <p>19 sir, a document, and the caption page says Defendants'</p> <p>20 First Supplemental Responses to Plaintiff's First Set of</p> <p>21 Interrogatories. Do you see that there?</p> <p>22 A. Uh-huh. Yes.</p> <p>23 Q. I want to know if you have seen this document</p> <p>24 before.</p> <p>25 A. I can't recall.</p>	<p style="text-align: right;">Page 48</p> <p>1 I don't recall, but it was certainly with Andre.</p> <p>2 Q. I'm not going to ask about the content of those.</p> <p>3 When you first started working at Razaghi</p> <p>4 Healthcare -- what was the formal position?</p> <p>5 A. Formal position? I don't recall the title.</p> <p>6 Consultant I guess. That would be fair.</p> <p>7 Q. What was the scope of the responsibilities?</p> <p>8 A. It was -- my first -- my first job was to work in</p> <p>9 the quality department.</p> <p>10 Q. Okay. Doing what?</p> <p>11 A. Improving their quality improvement plan, helping</p> <p>12 everyone understand what quality was and what quality</p> <p>13 improvement encompassed, and helping the departments, all</p> <p>14 departments, develop a plan that was reasonable and</p> <p>15 appropriate and meaningful.</p> <p>16 Q. This is like operationally a hospital, right?</p> <p>17 A. Uh-huh. Right.</p> <p>18 Q. What's the difference between that and like an</p> <p>19 executive management function that you have done before?</p> <p>20 A. It's probably more in the weeds, I guess, at a</p> <p>21 lower level. I managed all the departments before but I</p> <p>22 was actually meeting with staff members and guiding them</p> <p>23 through processes.</p> <p>24 They would bring me their plan and we would</p> <p>25 discuss it and talk about what was relevant to their</p>
<p style="text-align: right;">Page 47</p> <p>1 Q. Did you review this document in preparation for</p> <p>2 your testimony today?</p> <p>3 A. No, I did not.</p> <p>4 Q. Okay. I'll just orient you to a date that</p> <p>5 appears on -- towards the end so you can scroll down.</p> <p>6 It's on Page 23 in the middle of the page. It references</p> <p>7 dated April -- 15th day of April, 2024. You can scroll to</p> <p>8 Page 23 to see that.</p> <p>9 The point is it's a somewhat recent</p> <p>10 document. What I want you to do is look at it. And tell</p> <p>11 me, did you provide anyone any factual material to create</p> <p>12 this document?</p> <p>13 A. No.</p> <p>14 Q. I'm trying to understand if you were involved in</p> <p>15 the creation of this document at all.</p> <p>16 A. No.</p> <p>17 Q. Did you edit the document?</p> <p>18 A. Did I edit the document?</p> <p>19 Q. Did you edit the document that is Exhibit 59?</p> <p>20 A. No. I don't recall seeing this document ever.</p> <p>21 Q. Did you talk to anyone about the details of the</p> <p>22 case in March or April of 2024?</p> <p>23 A. The details of this case?</p> <p>24 Q. Yes.</p> <p>25 A. Other -- I guess a few details of the case which</p>	<p style="text-align: right;">Page 49</p> <p>1 department and, you know, changes that could be made to</p> <p>2 make it more thoughtful and more purposeful.</p> <p>3 Q. Do you have any executive decision-making</p> <p>4 authority in this consulting role?</p> <p>5 A. No.</p> <p>6 Q. Who has, like, executive decision-making</p> <p>7 authority?</p> <p>8 MR. MERRETT: Form.</p> <p>9 THE WITNESS: Are you asking who was in</p> <p>10 charge of me?</p> <p>11 BY MR. BURNS:</p> <p>12 Q. No. It's a little different. For the hospital</p> <p>13 operation, who were the executives? You referenced</p> <p>14 something called the C suite earlier.</p> <p>15 Who were the top executives for Sage</p> <p>16 Memorial Hospital while you -- when you started your job</p> <p>17 as a consultant?</p> <p>18 A. Christi.</p> <p>19 Q. Anyone else?</p> <p>20 A. Christi was the CEO and she was pretty much in</p> <p>21 charge, I mean, from my perspective.</p> <p>22 Q. Was there another CEO?</p> <p>23 A. There was a -- well, Christi was in charge and</p> <p>24 Netrisha was the chief operating officer.</p> <p>25 Q. Who did --</p>



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1 **A. I'd say Christi and Netrishia as we discussed**
2 **before.**
3 Q. Who did Christi report to?
4 **A. She reported to Ahmad Razaghi.**
5 Q. If Ahmad Razaghi and Christi were to disagree on
6 a decision, who was in charge?
7 MR. MERRETT: Form and foundation.
8 **THE WITNESS: I didn't have a lot of**
9 **interaction. In fact, none with Ahmad Razaghi when I**
10 **first went to work there. My interactions were --**
11 **exclusively I was directed by Christi.**
12 BY MR. BURNS:
13 Q. So let me ask a different question then. Did you
14 have an understanding when you started of who was in
15 charge of Razaghi Healthcare?
16 **A. I knew the guy whose name was on the stationery**
17 **that he was in charge but I didn't interact with him on a**
18 **regular basis.**
19 Q. You knew that Ahmad Razaghi was in charge of
20 Razaghi Healthcare, right?
21 **A. Yes.**
22 Q. Okay. Is there a reason you are trying to
23 downplay his co-CEO role today?
24 MR. MERRETT: Form and foundation.
25 **THE WITNESS: I don't understand the**

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1 **question.**
2 BY MR. BURNS:
3 Q. Is there a reason you are trying to downplay his
4 role as co-CEO today?
5 MR. MERRETT: Same objection.
6 **THE WITNESS: I'm not trying to downplay**
7 **anything. I'm trying to tell you the truth. I have never**
8 **seen them get into a disagreement. I wasn't privy to**
9 **those types of conversations.**
10 **Christi was in charge of me and that's who I**
11 **took my direction from. That's it.**
12 BY MR. BURNS:
13 Q. Did you know whether or not Mr. Razaghi had
14 preferences about the way things would go?
15 **A. No.**
16 Q. How often was Mr. Razaghi onsite in Ganado?
17 **A. I can't say for sure.**
18 Q. In this management role you started in, how were
19 you compensated?
20 **A. How was I compensated?**
21 Q. Yeah.
22 **A. With I guess -- I don't understand the question.**
23 Q. You worked as a consultant?
24 **A. Uh-huh.**
25 Q. And you were paid by someone for the work, right?

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1 **A. I was paid by the management company.**
2 Q. Was it a flat salary, hourly?
3 **A. A consulting company. Yeah, hourly.**
4 Q. What were you paid per hour?
5 **A. I don't recall.**
6 Q. Approximately?
7 **A. I honestly don't recall.**
8 Q. Okay. We talked about one of your roles as a
9 consultant in operations. What other roles did you have
10 as a consultant?
11 **A. As a consultant, that's pretty much it.**
12 Q. How many different roles did you end up playing
13 at Razaghi Healthcare?
14 **A. I started off as a consultant and then I ended up**
15 **taking a position that they had open with Razaghi as the**
16 **executive vice president and chief operating officer.**
17 Q. So executive VP and COO of what?
18 **A. Razaghi Healthcare.**
19 Q. So you were the chief operating officer of the
20 management company?
21 **A. Yes.**
22 Q. And you were the executive vice president of the
23 management company, right?
24 **A. Yes.**
25 Q. And who did you report to in this new role?

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1 **A. Ahmad Razaghi.**
2 Q. When did this new role develop?
3 **A. I don't recall the exact date.**
4 Q. You started in January of 2018. About how many
5 months go by before this changes that?
6 **A. I don't recall the exact timing.**
7 Q. You eventually become co-CEO of the hospital,
8 right?
9 **A. Yes.**
10 Q. Is it before or after you become co-CEO of the
11 hospital that you become COO of Razaghi Healthcare?
12 **A. Before.**
13 Q. How long before?
14 **A. I don't recall the exact time.**
15 Q. Was it days?
16 **A. I don't recall the exact time.**
17 Q. So I'm not looking for the exact time. I am
18 looking for an approximation. Days, weeks, months? About
19 how long before?
20 **A. I don't recall the exact time.**
21 Q. Approximately how long had you been COO of
22 Razaghi Healthcare when you became co-CEO of Sage Memorial
23 Hospital?
24 **A. I don't recall the exact time.**
25 Q. I'm not looking for exact. It was some amount of



<p style="text-align: right;">Page 54</p> <p>1 time, right?</p> <p>2 A. Yes, it was before. I can definitively say it</p> <p>3 was before I became co-CEO.</p> <p>4 Q. What did your responsibilities become at Razaghi</p> <p>5 Healthcare when you became executive VP and COO?</p> <p>6 A. I had an expanded role in decision-making, I</p> <p>7 guess, for the company and the hospital.</p> <p>8 Q. For both Razaghi Healthcare and Sage Hospital,</p> <p>9 right?</p> <p>10 A. Yes.</p> <p>11 Q. I understand they relate a lot but there are also</p> <p>12 different things, right?</p> <p>13 A. Well, not for me, no.</p> <p>14 Q. Didn't you become involved in the finances of</p> <p>15 Razaghi Healthcare?</p> <p>16 A. Well, we have a chief financial operator -- chief</p> <p>17 financial officer, so I'm still -- I was hired as the</p> <p>18 hospital guy. That's where my experience is. That's</p> <p>19 where my strength is. So -- and we only had one in the</p> <p>20 hospital. So no.</p> <p>21 Q. When did it become your job to try to fix the</p> <p>22 accounting department at Sage Memorial Hospital?</p> <p>23 MR. MERRETT: Form.</p> <p>24 THE WITNESS: When I took over as the</p> <p>25 co-CEO.</p>	<p style="text-align: right;">Page 56</p> <p>1 A. My involvement was to -- to help -- my</p> <p>2 involvement was to shore up any issues or any gaps in that</p> <p>3 department in the revenue cycle in finance.</p> <p>4 Q. There were problems in the finance department,</p> <p>5 right?</p> <p>6 MR. MERRETT: Form and foundation.</p> <p>7 THE WITNESS: What do you mean -- I don't</p> <p>8 understand what you mean by problems.</p> <p>9 BY MR. BURNS:</p> <p>10 Q. What was your understanding as to any problems</p> <p>11 the finance department had when you first got involved</p> <p>12 with it?</p> <p>13 A. Well, all hospitals have issues in their --</p> <p>14 because the revenue cycle is so complicated in a hospital</p> <p>15 finance, all hospitals have issues.</p> <p>16 So my job was to -- well, the long-term</p> <p>17 goal -- my job was to help set it up in a way that the</p> <p>18 hospital could take it over, get it so efficient, write</p> <p>19 desk procedures down for all the elements of a revenue</p> <p>20 cycle so the hospital could take over, you know, and folks</p> <p>21 in that community that we hired in could actually take</p> <p>22 over and run the revenue cycle without a lot of oversight</p> <p>23 from Razaghi Healthcare.</p> <p>24 So the job was to really get it so it would</p> <p>25 help them get independent in running their own finance</p>
<p style="text-align: right;">Page 55</p> <p>1 BY MR. BURNS:</p> <p>2 Q. Not before?</p> <p>3 A. Well, maybe before. I'm just -- the timing for</p> <p>4 me I'm not certain on as far as those two roles. I'm not</p> <p>5 certain on.</p> <p>6 Q. Sure. A lot happens in a few months. I guess</p> <p>7 what I'm trying to understand is, when you first were</p> <p>8 tasked with doing something in the accounting department</p> <p>9 at Sage Memorial Hospital, what was it?</p> <p>10 MR. MERRETT: Brad, are you referring to the</p> <p>11 finance department or the accounting department? The</p> <p>12 latter I have not heard of.</p> <p>13 MR. BURNS: Sure.</p> <p>14 BY MR. BURNS:</p> <p>15 Q. Sage Memorial Hospital, it had a department that</p> <p>16 handled money. What was it called?</p> <p>17 A. Well, it would be -- I would call it revenue</p> <p>18 cycle, is what I would call it. There's different pieces</p> <p>19 in a hospital, you know, of finance and accounting and</p> <p>20 they are all parts of the revenue cycle.</p> <p>21 Q. Let's just say finance because we are going to</p> <p>22 trust that Mr. Merrett has it right.</p> <p>23 We will just call that the finance</p> <p>24 department. What was your involvement in the finance</p> <p>25 department when you first got involved with it?</p>	<p style="text-align: right;">Page 57</p> <p>1 department revenue cycle.</p> <p>2 Q. Because the finance department was being managed</p> <p>3 mostly by Razaghi Healthcare, right?</p> <p>4 A. Well, I think it was more of a -- you still have</p> <p>5 a board of directors, they have to approve things, and we</p> <p>6 had staff from the community that were in the finance</p> <p>7 department, so I would say it was a partnership.</p> <p>8 Q. But Razaghi Healthcare was more involved than was</p> <p>9 desirable. That needed to change, correct?</p> <p>10 A. No. I wouldn't -- you are characterizing that in</p> <p>11 a way that's not true.</p> <p>12 Q. Why does the hospital's finance department -- why</p> <p>13 did it need to be independent?</p> <p>14 A. When you are a management company, part of your</p> <p>15 role is -- that's why you hire them, to help shore up your</p> <p>16 finance department, so, your revenue cycle, making sure</p> <p>17 you're billing appropriately, making sure you're paying</p> <p>18 your bills and getting invoices out and things like that.</p> <p>19 Q. You just talked about independence. Why should</p> <p>20 the finance department of a hospital be independent from</p> <p>21 the management company?</p> <p>22 A. No. As independent as possible. We just --</p> <p>23 Q. Why?</p> <p>24 A. Well, our goal was to make -- to improve the</p> <p>25 finance department. I guess I don't understand the</p>



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1 question.

2 Our goal was to get in there and make sure

3 everything was done appropriately and that at a certain

4 point, when we felt comfortable that they could take over

5 most of the functions, then we would let them do that.

6 Q. But I'm asking a question about independence.

7 Why was independence for Sage Memorial Hospital's finance

8 department sought?

9 A. Because it's the right thing to do.

10 Q. Why is it the right thing to do?

11 A. They would -- we believe that they would still

12 need some high-level oversight, but we also believed that,

13 you know, people we could hire in from the community we

14 could get the expertise to do things, you know, like the

15 materials management person. We could hire in somebody

16 that could take over that and do a good job when we set it

17 up correctly.

18 So even in corporations that I have worked

19 in before, there's still corporate oversight of

20 everything.

21 Budgets are approved at the corporate level,

22 you know, and they roll on down to the individual

23 hospitals and things, so there's really -- it's really --

24 again, it's a partnership.

25 It's trying to make things as good as you

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1 possibly can, trying to hire as many Navajo people as we

2 could in the organization to help the organization to

3 provide jobs and help train and get people expertise so

4 they could be successful. So it was really about being

5 partners with them.

6 I mean, I wouldn't characterize it taking

7 over things. I wouldn't say things like that.

8 Q. You mentioned the role of the board of directors.

9 What was your understanding when you became executive vice

10 president/COO? What was your understanding of the role of

11 the board of directors with regard to the finances at

12 Sage?

13 A. I'm not certain what their role is -- was, as far

14 as the board of directors. I didn't have a lot of

15 interaction with the board of directors.

16 Q. Did you have an understanding of the board of

17 directors' role?

18 A. I have an understanding in general of what a

19 board of directors would do. But of that specific board,

20 no.

21 Q. Do you think a board of directors is entitled to

22 information about the finances of the company?

23 A. The management always -- it's been my

24 experience -- always presents the month-end financials to

25 the board of directors.

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1 Q. I'm talking about any financials they want to

2 see.

3 A. All they have to do is request it.

4 Q. You have never denied financial information to

5 the board of directors, right?

6 A. No.

7 Q. And why is that?

8 A. Part of their role is reviewing and approving,

9 you know. They have to approve the month-end financials.

10 Every year there's a yearly audit that not-for-profits do,

11 and the auditor outside of management presents the audit

12 to the board of directors. So those are normal functions

13 in every hospital.

14 Q. When you became executive vice president and COO,

15 what was your understanding of who oversees the management

16 company?

17 A. I guess I don't understand the question.

18 Q. Is there -- for Sage Memorial Hospital, was there

19 a person or body that monitored or oversaw what the

20 management company was doing?

21 A. I think that's a multi -- there's more than one

22 answer to that.

23 Q. Let's break it down. Was the management company

24 free to do whatever it wanted?

25 A. No. There's lots of rules and regulations in

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1 hospitals from, you know, the departments of health at the

2 state, CMS, Medicare and Medicaid services. There's

3 independent audits that occur every single year. So --

4 and then the board has some oversight as well.

5 Q. What was your understanding of the board's

6 oversight?

7 A. This board in particular, I can't say for sure.

8 Q. You didn't have an understanding when you were

9 the executive vice president of the oversight role the

10 board of directors have of the management company?

11 A. Specifically that board, no. Generally I have

12 already articulated what a board's responsibilities would

13 be in general.

14 Q. It includes oversight of management, right?

15 A. Well, a board's job is governance and

16 management's job is operations which includes finance.

17 Q. But if someone is concerned that management's

18 doing something incorrectly or something unethical, who

19 investigates that?

20 A. The board -- all the boards have to do is request

21 information if there are any issues and meet with the

22 leadership team and discuss whatever the concerns or

23 issues are.

24 Q. What if it's the leadership team that's being

25 investigated?



<p style="text-align: right;">Page 62</p> <p>1 A. Well, certainly it wouldn't be everyone on the 2 leadership team. If you suspected there was an issue with 3 one member of the leadership team, then you would go to 4 another member of the leadership team. 5 Q. And if it's like the top group of the leadership 6 team, does the board have to meet with the leadership 7 team? 8 A. They would express -- I think a professional 9 board would express their concerns with at least one 10 member of the leadership team, not make assumptions that 11 the -- I have never seen a situation where the entire 12 leadership team is suspect of doing something nefarious. 13 So no, I can't imagine that situation. 14 Q. You had been a vice president and COO for some 15 amount of time. That also eventually changes, right? 16 A. What do you mean? 17 Q. That job changes into something else, some other 18 job at Razaghi Healthcare, doesn't it? 19 A. No. I ended up leaving the company after the 20 contract was terminated. 21 Q. So you remained executive vice president and COO 22 of Razaghi Healthcare until you leave, right? 23 A. Right. 24 Q. At some point after you are made executive 25 vice-president at Razaghi Healthcare, you take on new</p>	<p style="text-align: right;">Page 64</p> <p>1 I say Bates number ending in 880, that's where you'll 2 look. 3 I guess I'm looking at a letter. It appears 4 to be a two-page letter. Can you tell me if you ever saw 5 this letter before? 6 MR. MERRETT: Form. 7 THE WITNESS: Could you restate the 8 question, please? 9 BY MR. BURNS: 10 Q. Did you ever see this letter when it was sent? 11 A. I don't recall. 12 Q. So we are looking at a letter dated July 21, 13 2018. Is that approximately when you became -- you 14 replaced Christi as co-CEO? 15 A. That appears to be true, yes. 16 Q. The letter references in the first sentence 17 "plans, meetings, and discussions over the last several 18 months that your assignment as Navajo Sage administrator 19 will end effective 8:00 a.m. on Monday, July 23rd." 20 Do you see that there? 21 A. Uh-huh. 22 Q. What was the role of administrator versus co-CEO, 23 same thing, different? 24 A. Yes. Same thing. 25 Q. Okay. So for these month-long conversations</p>
<p style="text-align: right;">Page 63</p> <p>1 responsibilities at Sage Memorial Hospital, right? 2 A. Yes. That's true. 3 Q. What role changed there? 4 A. I became the co-CEO. 5 Q. When did you first hear about the possibility 6 that might happen? 7 A. I can't say for sure. 8 Q. How long before it happens did you first hear 9 about it? 10 A. I can't say for sure. 11 Q. Was it like a surprise when you heard about it? 12 A. I'm trying to think back to those times. Again, 13 this was six years ago. I guess being in health care for 14 a long time, the fact that changes are made in leadership 15 is not that surprising in general. 16 Q. I will go ahead and mark Exhibit -- I think 17 Exhibit 78. It will have tab No. 515 in the digital. 18 Just let me know when you have that up. 19 A. I have it up. 20 Q. I'm looking at the second page of Exhibit 78. At 21 the bottom right -- there's a thing we called a Bates 22 number, and it starts with RDC Sage and a number ending in 23 880. Do you see that at the bottom right? 24 A. Yeah. 880, yes. 25 Q. That just orients us we are on the same page. If</p>	<p style="text-align: right;">Page 65</p> <p>1 that's being referenced in this letter, when do you get 2 involved with that? 3 MR. MERRETT: Form and foundation. 4 THE WITNESS: Could you please restate the 5 question? 6 BY MR. BURNS: 7 Q. When do you get involved in the conversations 8 that Christi's time as administrator is ending and your 9 time as administrator is beginning? 10 MR. MERRETT: Same objection. 11 THE WITNESS: I don't recall. 12 BY MR. BURNS: 13 Q. I mean this was a big moment for you, wasn't it? 14 A. No. 15 Q. You described earlier a goal of becoming a COO of 16 a hospital, didn't you? 17 A. Yeah, but I have had a lot bigger jobs than this. 18 So no, it wasn't a big moment for me. 19 Q. How do you find out that you are going to become 20 co-CEO? 21 A. I believe it was a phone call. 22 Q. Tell me who? 23 A. From Ahmad. 24 Q. I'm sorry, I didn't catch it. 25 A. I believe it was through a phone call from Ahmad.</p>



<p style="text-align: right;">Page 66</p> <p>1 Q. That's Mr. Razaghi?</p> <p>2 A. Yes.</p> <p>3 Q. What did he tell you?</p> <p>4 A. That I would be replacing Christi as the co-CEO</p> <p>5 temporarily at Sage.</p> <p>6 Q. Why were you replacing Christi?</p> <p>7 A. I don't -- I don't recall for sure what the</p> <p>8 specifics were.</p> <p>9 Q. What was your understanding of the deficiency in</p> <p>10 Christi's performance that led to her demotion?</p> <p>11 MR. MERRETT: Form.</p> <p>12 THE WITNESS: I don't believe I ever</p> <p>13 understood the specific things why. I was informed that I</p> <p>14 would be doing this, and it was a role that I was more</p> <p>15 than qualified to do so, and I know it was going to be a</p> <p>16 temporary thing so I did as instructed.</p> <p>17 BY MR. BURNS:</p> <p>18 Q. Tell me what you understood -- what Mr. Razaghi</p> <p>19 told you about its temporariness.</p> <p>20 A. He just told me this would be a temporary job and</p> <p>21 that's all I recall.</p> <p>22 Q. Why couldn't Christi stay on until a permanent</p> <p>23 person was found?</p> <p>24 MR. MERRETT: Form and foundation.</p> <p>25 THE WITNESS: I don't recall the specifics.</p>	<p style="text-align: right;">Page 68</p> <p>1 A. I don't recall.</p> <p>2 Q. I will rephrase the question.</p> <p>3 A. I don't recall at what point the number of months</p> <p>4 that I was -- the time that I was made the chief executive</p> <p>5 -- or the executive vice president and the time that</p> <p>6 Christi was let go. I don't recall the number of months</p> <p>7 that was.</p> <p>8 Q. You directly reported to Christi for some amount</p> <p>9 of time, right?</p> <p>10 A. Yes.</p> <p>11 Q. This is the person that hired you, right?</p> <p>12 A. Uh-huh.</p> <p>13 Q. You had worked at Razaghi Healthcare under her</p> <p>14 direction since January 2018, right?</p> <p>15 Is that correct?</p> <p>16 A. Yes. I'm saying I don't know what the number of</p> <p>17 months was between the time I was consultant, took the EVP</p> <p>18 job and from that point the time that Christi was let go.</p> <p>19 So I'm just trying to answer your question. That's all</p> <p>20 I'm trying to do.</p> <p>21 Q. Listen, I think we have a full map of what you're</p> <p>22 saying you don't recall. I'm trying to establish things</p> <p>23 that you can recall. Okay?</p> <p>24 So you started at Razaghi Healthcare in</p> <p>25 January 2018, correct?</p>
<p style="text-align: right;">Page 67</p> <p>1 BY MR. BURNS:</p> <p>2 Q. Did you have an understanding of Christi</p> <p>3 badmouthing Razaghi Healthcare?</p> <p>4 A. There were -- there were one -- well, actually I</p> <p>5 don't recall specifically.</p> <p>6 Q. You just started to talk about something and then</p> <p>7 you held yourself back. What were you thinking of?</p> <p>8 A. Well, I'm thinking that if I don't know for sure</p> <p>9 I shouldn't make something up or try to piece together</p> <p>10 some random thoughts because that wouldn't be truthful.</p> <p>11 So I'm saying I don't specifically recall comments.</p> <p>12 Q. I'm asking you what you started to answer today</p> <p>13 and then held yourself back.</p> <p>14 A. And I'm respectfully telling you that I don't</p> <p>15 recall specifically.</p> <p>16 Q. You replaced a CEO of an organization you were</p> <p>17 working at and you don't have any recollection of</p> <p>18 deficiencies in that CEO's performance. Is that what</p> <p>19 you're telling me?</p> <p>20 A. I think if you look at my timeline of how long I</p> <p>21 was with the company that would be completely</p> <p>22 understandable.</p> <p>23 Q. You had been working at the company for six</p> <p>24 months at this point and your direct report was this CEO,</p> <p>25 correct?</p>	<p style="text-align: right;">Page 69</p> <p>1 A. Yes.</p> <p>2 Q. You became co-CEO in late July 2018, correct?</p> <p>3 A. Yes.</p> <p>4 Q. And during all that time you worked under Christi</p> <p>5 at Sage Memorial Hospital, right?</p> <p>6 A. Up until that time, yes.</p> <p>7 Q. And this was the person that hired you, right?</p> <p>8 A. Yes.</p> <p>9 Q. And you have decades of experience in hospitals,</p> <p>10 right?</p> <p>11 A. Yes.</p> <p>12 Q. And in what ways was Christi's performance at</p> <p>13 co-CEO deficient, sir?</p> <p>14 MR. MERRETT: Form and foundation.</p> <p>15 THE WITNESS: There's a lot of different</p> <p>16 ways of managing hospitals. And, um, the other part of</p> <p>17 that is the complexities that you add with cultures.</p> <p>18 Different hospitals have different cultures. I'm not just</p> <p>19 specifically talking about the Navajo culture. Each</p> <p>20 hospital has its own culture.</p> <p>21 I have been at many hospitals where I</p> <p>22 haven't agreed with the way things were run, and by that I</p> <p>23 mean I would do it in a different way, so I try not to be</p> <p>24 too judgmental on the way people do things. When I was</p> <p>25 hired -- when I took over, I did things in a different</p>



<p style="text-align: right;">Page 70</p> <p>1 way.</p> <p>2 BY MR. BURNS:</p> <p>3 Q. I'm still asking the same question. In what ways</p> <p>4 were Christi's performance deficient?</p> <p>5 MR. MERRETT: Still making the same</p> <p>6 objection.</p> <p>7 THE WITNESS: I feel like I have answered</p> <p>8 that question.</p> <p>9 BY MR. BURNS:</p> <p>10 Q. You haven't given a single deficiency in her</p> <p>11 performance. Is your testimony that there's no</p> <p>12 deficiencies in her performance?</p> <p>13 A. No, that's not my testimony. My testimony is</p> <p>14 there's nine ways to skin a cat and I would do it in a</p> <p>15 different way.</p> <p>16 Q. So in which ways did Christi do it sub-ideally?</p> <p>17 A. Again, there's different ways of doing things,</p> <p>18 and I don't know that I would categorize it that way. I</p> <p>19 could tell you what I did when I was there and the</p> <p>20 decisions I made and how I do things.</p> <p>21 I can't speak to her -- to her performance</p> <p>22 specifically. That would be something you would probably</p> <p>23 ask the guy that was in charge of her.</p> <p>24 Q. No. I'm asking you. You witnessed her</p> <p>25 performance, correct?</p>	<p style="text-align: right;">Page 72</p> <p>1 A. I don't recall specifically.</p> <p>2 Q. Did Mr. Razaghi ask you to take over</p> <p>3 communications with the board of directors?</p> <p>4 A. That would be a role that I would have as the</p> <p>5 administrator, yes.</p> <p>6 Q. I'm asking what Mr. Razaghi told you.</p> <p>7 A. That would be part of my role. I'm answering</p> <p>8 your question. Part of the role of administrator would be</p> <p>9 communicating with the board.</p> <p>10 Q. Did Mr. Razaghi tell you that that would be your</p> <p>11 role?</p> <p>12 A. That's the role of every hospital administrator.</p> <p>13 Q. I understand what you contend the role</p> <p>14 objectively is. That's not what I'm asking you. I'm</p> <p>15 asking about what Mr. Razaghi told you.</p> <p>16 A. He told me that I was going to take over as the</p> <p>17 administrator there until we could hire someone else to</p> <p>18 take over permanently.</p> <p>19 Q. And what did he tell you about communications</p> <p>20 with the board?</p> <p>21 A. That's part of the role. We didn't have a</p> <p>22 conversation where he said you're going to do this, you're</p> <p>23 going to do this, you're going to do this.</p> <p>24 If he had to do that, then I wouldn't have</p> <p>25 been the right person for the job.</p>
<p style="text-align: right;">Page 71</p> <p>1 A. I wouldn't even -- I wouldn't even say that for a</p> <p>2 long period of time. She -- for the bulk of the time</p> <p>3 between January and July, she was giving me tasks to do.</p> <p>4 I wasn't involved in conversations with, you</p> <p>5 know, the senior leaders of the organization of Razaghi</p> <p>6 Healthcare. I had no involvement with the board of</p> <p>7 directors or anything.</p> <p>8 I was the boots on the ground, that guy. So</p> <p>9 I didn't have the perspective of what went on between --</p> <p>10 with Christi between January and July.</p> <p>11 Q. What did Mr. Razaghi tell you about Christi's</p> <p>12 communications with the board of directors?</p> <p>13 A. I don't recall specifically.</p> <p>14 Q. I'm asking generally, what did Mr. Razaghi tell</p> <p>15 you?</p> <p>16 A. I just don't recall.</p> <p>17 Q. That topic came up before you were made co-CEO,</p> <p>18 correct?</p> <p>19 A. I don't recall actually when it came up.</p> <p>20 Q. Mr. Razaghi at some point expressed concerns</p> <p>21 about Christi's communication with the board of directors,</p> <p>22 correct?</p> <p>23 A. I just don't recall the conversation.</p> <p>24 Q. Did he express any concerns about Christi's</p> <p>25 communications with the board of directors?</p>	<p style="text-align: right;">Page 73</p> <p>1 Q. What did he tell you about stopping Christi from</p> <p>2 having communications with the board?</p> <p>3 A. I don't recall specifically.</p> <p>4 Q. That topic came up, though, with Mr. Razaghi,</p> <p>5 right?</p> <p>6 A. You know, I just don't recall specifically the</p> <p>7 conversation.</p> <p>8 Q. I'm not asking specifically. The topic of</p> <p>9 getting Christi to stop communicating with the board of</p> <p>10 directors came up, didn't it?</p> <p>11 A. My concern was more about doing a good job at the</p> <p>12 hospital, so I wasn't focused on what had happened before.</p> <p>13 I was focused on what we are going to do going forward.</p> <p>14 Q. You are not answering my question.</p> <p>15 A. I'm trying to. You want me to tell you something</p> <p>16 that I don't remember.</p> <p>17 Q. Mr. Greenfield, is there a reason why you are</p> <p>18 trying to avoid answering questions about what Mr. Razaghi</p> <p>19 told you?</p> <p>20 A. I am trying to be truthful and tell you I don't</p> <p>21 recall specifics of conversations. I was hired to do a</p> <p>22 job and that's what I did.</p> <p>23 Q. Has anyone asked you to not relay the words of</p> <p>24 Mr. Razaghi in today's deposition?</p> <p>25 A. No.</p>



<p style="text-align: right;">Page 74</p> <p>1 Q. Has anyone coerced or threatened you?</p> <p>2 A. No. That's ridiculous.</p> <p>3 Q. So I'm asking you now, and I would like you to</p> <p>4 try to not avoid the question again, did the topic of</p> <p>5 preventing Christi from communicating with the board of</p> <p>6 directors come up in conversations with Mr. Razaghi?</p> <p>7 A. And I'm going to tell you one last time that I do</p> <p>8 not recall that specifically.</p> <p>9 Q. I'm asking generally if the topic came up.</p> <p>10 A. And I'm telling you one last time, because you</p> <p>11 are badgering me at this point in time to make a point, I</p> <p>12 don't recall.</p> <p>13 Q. So when you decided to tell Christi to not</p> <p>14 communicate with the board of directors, was that your</p> <p>15 decision or did someone else tell you to do that?</p> <p>16 MR. MERRETT: Form.</p> <p>17 THE WITNESS: I don't believe -- I don't</p> <p>18 recall telling her not to communicate with the board. I</p> <p>19 don't recall that.</p> <p>20 BY MR. BURNS:</p> <p>21 Q. You don't recall. Are you sure one way or the</p> <p>22 other?</p> <p>23 A. I don't recall.</p> <p>24 Q. Did you launch an investigation into</p> <p>25 communications that Christi had had with the board of</p>	<p style="text-align: right;">Page 76</p> <p>1 was the same as that, right?</p> <p>2 A. Yes.</p> <p>3 Q. You reported to Ahmad Razaghi, right?</p> <p>4 A. Yes.</p> <p>5 Q. If Ahmad Razaghi wanted something done, did you</p> <p>6 do it?</p> <p>7 A. Yes.</p> <p>8 Q. Did you ever refuse to do something that</p> <p>9 Mr. Razaghi asked you to do?</p> <p>10 MR. MERRETT: Form.</p> <p>11 THE WITNESS: Not that I recall.</p> <p>12 BY MR. BURNS:</p> <p>13 Q. What did Christi's role become after she was</p> <p>14 removed as co-CEO?</p> <p>15 A. I don't recall what her role or title was.</p> <p>16 Q. We will mark Exhibit 79. It will be tab 508 in</p> <p>17 the chat.</p> <p>18 A. Are you wanting me to go somewhere and look at</p> <p>19 something?</p> <p>20 Q. Please open Exhibit 79. In the Zoom chat it</p> <p>21 starts with the number 508.</p> <p>22 A. At the bottom does it say 882 on the first page?</p> <p>23 Q. We are on the same page. Looking at Exhibit 79,</p> <p>24 Bates number ending in 882, what is this document?</p> <p>25 A. It appears to be a letter from Ahmad to Christi.</p>
<p style="text-align: right;">Page 75</p> <p>1 directors?</p> <p>2 A. I think -- with the board of directors? No. I</p> <p>3 don't recall that. I recall -- I recall --</p> <p>4 MR. MERRETT: Brad, you are going to need to</p> <p>5 let him answer the question.</p> <p>6 BY MR. BURNS:</p> <p>7 Q. Go ahead.</p> <p>8 A. I recall assigning someone to investigate the</p> <p>9 situation with Christi, but that's all I recall.</p> <p>10 Q. Let's go back to Exhibit 78. I'm looking at the</p> <p>11 first page. It's an email from Mr. Razaghi. I want to</p> <p>12 ask you about some of the bullet points.</p> <p>13 A. Okay. So where are we at now?</p> <p>14 Q. I'm on the first page of Exhibit 78. That's</p> <p>15 tab 515. The Bates number at the bottom right ends in</p> <p>16 879. Let me know when you're there.</p> <p>17 A. 879. Okay. I'm there. The one that says Dear</p> <p>18 Madam Secretary and Board Members?</p> <p>19 Q. Yes. If we you could look at the third bullet</p> <p>20 point, it says: "The Navajo Sage position description</p> <p>21 highlights that the administrator/co-CEO, Christi</p> <p>22 El-Meligi, reports directly to the chief executive</p> <p>23 officer." Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. When you became administrator/co-CEO, the role</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. Is that your email in the "cc" line?</p> <p>2 A. Yes.</p> <p>3 Q. Did you receive this email?</p> <p>4 A. It appears that I did, yes. I'm cc'd on it.</p> <p>5 Q. Would you ignore an email from Mr. Razaghi?</p> <p>6 A. No.</p> <p>7 Q. Okay. Two sentences, but I'm looking at the</p> <p>8 second sentence that says: You are now assigned to Navajo</p> <p>9 Sage as one of its management consultants reporting to</p> <p>10 Todd. Right?</p> <p>11 A. To Tadd, yes.</p> <p>12 Q. Tadd. My apologies. That's on me.</p> <p>13 Is that your understanding of Christi's new</p> <p>14 role after you became co-CEO?</p> <p>15 A. I don't recall.</p> <p>16 Q. I mean, you basically turned into Christi as</p> <p>17 co-CEO, right? You replaced her?</p> <p>18 A. Yes.</p> <p>19 Q. And she was dropped down into the position that</p> <p>20 you previously held before you became executive vice</p> <p>21 president, right?</p> <p>22 A. According to this email, yes.</p> <p>23 Q. Do you have any reason to doubt that that's what</p> <p>24 happened?</p> <p>25 A. I do not.</p>



<p style="text-align: right;">Page 78</p> <p>1 MR. BURNS: I think it's a good time to 2 pause for lunch. Let's try to be back at -- we will go 3 off the record. 4 THE VIDEOGRAPHER: We are going off the 5 record. The time is 12:08 p.m. 6 (Lunch taken 1:08 p.m. - 2:08 p.m. 7 Mountain Daylight Time) 8 THE VIDEOGRAPHER: We are back on the 9 record. The time is 1:08 p.m. 10 BY MR. BURNS: 11 Q. We are back on the record. I'm going to mark 12 Exhibit 80 to the deposition. It's loaded in the chat 13 screen. It's tab 501. Let me know when you have it up, 14 Mr. Greenfield. 15 A. Brad, could I say something first, please, 16 related to your last line of questioning? 17 MR. MERRETT: There is not a question 18 pending, Tadd, so -- 19 THE WITNESS: Could I make a statement? Is 20 that okay? 21 BY MR. BURNS: 22 Q. What would you like to tell me about your 23 previous testimony? 24 A. I would like to tell you, just to be clear, I had 25 no role or influence in reassigning Christi or firing her,</p>	<p style="text-align: right;">Page 80</p> <p>1 to terminate her. 2 Q. We are looking at Exhibit 80 which at the bottom 3 right the Bates number ends in 416. Do you see that, sir? 4 A. Yes. 5 Q. This is an organizational chart, correct, at the 6 time you became co-CEO? 7 A. Yes. It shows that I'm co-CEO. 8 Q. This is your division you were put in charge of, 9 right? 10 A. Say that again? I'm sorry. I am having a little 11 bit of trouble. Can you turn your volume up just a little 12 bit, please? 13 Q. We will work with you on any kind of Zoom 14 concerns. Thank you for pointing it out. On my end I 15 can't make the microphone more sensitive. Maybe you can 16 turn up the volume a little bit on your end. I pulled the 17 camera a little bit closer. Maybe that will help. 18 A. Okay, I think so. 19 Q. So I'm looking at this organizational chart, 20 though. This accurately reflects the organization that 21 you took over in late July 2018, right? 22 A. Yes. 23 Q. We will mark Exhibit 80. It's in the chat. It's 24 tab 525 -- sorry. Exhibit 81 is tab 525 and it's in the 25 chat.</p>
<p style="text-align: right;">Page 79</p> <p>1 and so I mean those weren't my decisions and I didn't have 2 -- I wasn't part of the decision-making process for that. 3 But I also know that there was no nefarious 4 intent behind that. I think Ahmad did it because he 5 thought I could do a better job given my experience. 6 That's it. 7 Q. Whose decision was it? 8 A. It was Ahmad's. 9 Q. Okay. That's Mr. Razaghi? 10 A. Yes. 11 Q. You said there was no nefarious intent. Earlier 12 you struggled to remember conversations with Mr. Razaghi 13 about why, so how exactly do you know Mr. Razaghi's 14 intent? 15 A. That's why I said I believe that he felt I was 16 the better candidate, I could do a better job. That's why 17 I said that I believe that. I'm not speaking for him but 18 I believe that's what his intent was. 19 Q. You are just surmising -- 20 A. Better qualified. I mean, look at our two 21 resumés. You could see why he would believe that. 22 Q. But you are just surmising or guessing, because 23 earlier you told us you didn't know, correct? 24 A. Yes. That's exactly what I'm doing. But to be 25 clear, I wasn't a part of the decision to reassign her or</p>	<p style="text-align: right;">Page 81</p> <p>1 The button is in the bottom in the middle of 2 the page of the Zoom screen. 3 A. It's just that the screen is real small on the 4 right-hand side. Here, let me do that. 5 There we go. Okay. 525? 6 Q. Tab 525 is Exhibit 81 to your deposition and the 7 first page has a Bates number ending in 4963. 8 A. Okay. I'm there. 9 Q. All right. You are not on this email so I won't 10 ask you about it. I want to look at the attachment, Bates 11 page ending in 4964. It's the second page of Exhibit 81. 12 A. Okay. 13 Q. This Statement of Assignment, what were these 14 used for? 15 A. What was I what for? 16 Q. This document is entitled Statement of 17 Assignment. What were these documents used for? 18 A. I don't -- I don't know. 19 Q. Did you ever see a document like this when you 20 were COO of Razaghi Healthcare? 21 A. No. 22 Q. Did you ever see a document like this when you 23 were co-CEO of Sage Memorial Hospital? 24 A. Not that I recall. 25 Q. Who would have made documents like this within</p>



<p style="text-align: right;">Page 82</p> <p>1 Razaghi Healthcare?</p> <p>2 MR. MERRETT: Foundation.</p> <p>3 THE WITNESS: Could you say that again?</p> <p>4 BY MR. BURNS:</p> <p>5 Q. Who would have made documents like the Statement</p> <p>6 of Assignment within Razaghi Healthcare?</p> <p>7 MR. MERRETT: Same objection.</p> <p>8 THE WITNESS: The company. Specifically I</p> <p>9 don't know who made this document.</p> <p>10 BY MR. BURNS:</p> <p>11 Q. Okay.</p> <p>12 A. I know I didn't.</p> <p>13 Q. I just -- I guess I want to confirm a few things</p> <p>14 are accurate. July 24, 2018, approximately right for your</p> <p>15 start date in the administrator/co-CEO role?</p> <p>16 A. I can't be certain on the date exactly.</p> <p>17 Q. Any reason to think that's wrong?</p> <p>18 A. No. There is no reason for me to think this is</p> <p>19 inaccurate or wrong.</p> <p>20 Q. There's an end date on here of December 31, 2018.</p> <p>21 I know we talked about temporariness earlier.</p> <p>22 Was there a specific end date that was in</p> <p>23 mind when you started?</p> <p>24 A. No.</p> <p>25 Q. Okay. The title, does it have your title right?</p>	<p style="text-align: right;">Page 84</p> <p>1 have to think about, you know, even in the worst of</p> <p>2 circumstances, and I'm not saying this is the worst of</p> <p>3 circumstances, but even in the worst of circumstances it's</p> <p>4 just very hard to do and you don't take these things</p> <p>5 lightly. This is a human being I'm talking about.</p> <p>6 Q. Was Christi upset that she was being demoted,</p> <p>7 fired, whatever?</p> <p>8 A. Of course she was.</p> <p>9 Q. What complaints did she have about the situation?</p> <p>10 A. I don't recall specifically.</p> <p>11 Q. Did she complain about the process by which she</p> <p>12 was terminated?</p> <p>13 A. I don't recall.</p> <p>14 Q. Did she complain about Navajo preferences?</p> <p>15 A. I don't understand what that means.</p> <p>16 Q. Do you have an understanding of what Navajo</p> <p>17 preference is in employment in tribal organizations?</p> <p>18 A. Oh. I don't recall.</p> <p>19 Q. Do you have an understanding of what Navajo</p> <p>20 preference is in tribal organizations?</p> <p>21 A. At a high level, yeah.</p> <p>22 Q. Did Christi bring that up in your transition</p> <p>23 meeting with her?</p> <p>24 A. I don't recall.</p> <p>25 Q. Did she talk about Mr. Razaghi in your transition</p>
<p style="text-align: right;">Page 83</p> <p>1 A. I don't see where it says.</p> <p>2 Q. Position title.</p> <p>3 A. Oh. Yes.</p> <p>4 Q. Administrator/co-CEO, that's correct?</p> <p>5 A. Yes.</p> <p>6 Q. The last kind of row says Reports To Chief</p> <p>7 Executive Officer Ahmad Razaghi. Do you see that there?</p> <p>8 A. Yes.</p> <p>9 Q. That's correct, that was who you reported to?</p> <p>10 A. Yes.</p> <p>11 Q. Let's go back to your replacing Christi. How did</p> <p>12 that transition go?</p> <p>13 A. It was difficult.</p> <p>14 Q. Why?</p> <p>15 A. Speaking to someone about a change in their job</p> <p>16 or a termination from their job is a terrible thing to do.</p> <p>17 Q. Did you meet with Christi around the time you</p> <p>18 took over?</p> <p>19 A. I met with Christi. I don't know the date that I</p> <p>20 met with her.</p> <p>21 Q. How did that meeting go?</p> <p>22 A. It was difficult.</p> <p>23 Q. Why was it difficult?</p> <p>24 A. Because it's hard to change people's jobs. It's</p> <p>25 hard to let people go. It's hard to reassign them. You</p>	<p style="text-align: right;">Page 85</p> <p>1 meeting with her?</p> <p>2 A. I don't recall.</p> <p>3 Q. Was she upset at Mr. Razaghi for making this</p> <p>4 decision?</p> <p>5 A. She was very upset about the whole situation.</p> <p>6 Q. But specifically regarding Mr. Razaghi?</p> <p>7 A. Yes.</p> <p>8 Q. What about Mr. Razaghi was she upset about?</p> <p>9 A. I don't recall.</p> <p>10 Q. Not a single thing?</p> <p>11 A. I don't recall, no.</p> <p>12 Q. Was Christi's interaction with the board of</p> <p>13 directors discussed at this meeting?</p> <p>14 A. I don't recall.</p> <p>15 Q. Okay. We will mark Exhibit 82. This will be tab</p> <p>16 530. Let me know when you have Exhibit 82 up. The Bates</p> <p>17 number ends in 455 in the bottom right.</p> <p>18 A. I have it up.</p> <p>19 Q. This document is entitled Meeting with Christi,</p> <p>20 Tadd, Cheryl and Netrishia. Do you see that?</p> <p>21 A. Yes, I do.</p> <p>22 Q. Where is the CEO's office?</p> <p>23 A. This would have been -- I believe that this would</p> <p>24 have been at Sage, at the hospital at Sage, I believe.</p> <p>25 Q. Is there a CEO --</p>



<p style="text-align: right;">Page 86</p> <p>1 A. I can't be certain. 2 There is a CEO office there, yes. 3 Q. The transition meeting you had with Christi, how 4 many did you have? 5 A. How many meetings? 6 Q. Yeah. 7 A. I can't recall. 8 Q. Is this July 23, 2018, timeline consistent of 9 when you believe you met with Christi to transition? 10 A. It appears to be. I have no reason to believe 11 this is inaccurate. 12 Q. These notes, do you know who took them? 13 A. Cheryl Bailey took those. 14 Q. Did you review them after Cheryl Bailey took 15 them? 16 A. I can't recall. 17 Q. I'm going to -- it seems to have an account of 18 comments, and so I'm going just going to ask you to review 19 it and then we will talk about it, so just take a second 20 and read it. It is just one page, fortunately. 21 A. Sure. 22 Q. Before you review it, did you review this 23 document in preparation for your testimony here today? 24 A. I don't recall. 25 Q. Okay. I'm sorry I interrupted your review.</p>	<p style="text-align: right;">Page 88</p> <p>1 you. You recall her being critical of you personally, 2 right? 3 A. Well, here's the thing. So, have you ever fired 4 anybody? 5 Q. Yes. 6 A. I have fired lots of people and they are always 7 critical of the person firing them. So could I assume 8 that she was critical like everybody else who is getting 9 reassigned or fired? The answer would be absolutely 10 100 percent yes. 11 Q. How many people did you fire at Razaghi 12 Healthcare? 13 A. Um. Just one. Christi. At Ahmad's request. 14 Q. So -- 15 A. I have fired many, many people. 16 Q. So do you think that your firing of one person at 17 Razaghi Healthcare is going to blend together with others 18 at Razaghi Healthcare? 19 A. I do, because everybody reacts the same way. So 20 yes, I do believe so. 21 Q. How did Christi react to you personally when you 22 had this meeting with her? 23 A. She was upset. That was totally understandable. 24 Q. She criticized you personally, right? 25 A. That's not -- when you are terminating someone,</p>
<p style="text-align: right;">Page 87</p> <p>1 A. Okay. I have read the entire document. 2 Q. Okay. Christi was fairly critical of you during 3 this meeting, wasn't she? 4 A. There are some negative references towards me in 5 the document, yes. 6 Q. I'm asking if this document helped refresh your 7 recollection. Is there anything in this document that you 8 think is inaccurate? 9 A. I have no reason to believe that it is 10 inaccurate. 11 Q. Okay. I mean, Christi did say to you that she 12 has been doing this a lot longer than you have, right? 13 A. It appears -- it says so in the document, yes. 14 Q. I'm not asking what the document says. I'm 15 asking if she said that to you. 16 A. I don't recall her saying that. 17 Q. She was critical of the decision to replace her 18 with you, right? 19 A. According to the document, I would say yes. 20 Q. I'm not asking what the document says. I'm 21 asking what the conversation was. 22 A. I don't recall the specifics of the conversation 23 but it's very clear that she was in the document, the 24 notes that were taken. 25 Q. You see, I'm talking about the criticalness of</p>	<p style="text-align: right;">Page 89</p> <p>1 you are the focus of their anger so that's not unusual. 2 Q. And that happened here, right? 3 A. It is documented that she was critical of me in 4 this paper. 5 Q. You have no recollection of whether or not she 6 was critical of you? 7 A. That's why we take notes and that's why we codify 8 things so we don't have to rely on our memories so we can 9 look at the documents and make a definitive statement one 10 way or the other. 11 Q. I'm not asking why somebody thinks this. I'm 12 asking you, do you recollect or not that Christi was 13 critical of you? 14 A. I do recollect that she was angry at the meeting. 15 Q. About you specifically, right? 16 A. About many things. If you look at the document. 17 Q. I'm asking about you specifically, sir. 18 A. I don't recall this meeting. That's why we took 19 notes for the meeting, which is standard operating 20 procedure any time you are making a change. 21 Q. And does looking at these notes refresh your 22 recollection about Christi's criticism of you? 23 A. She was -- according to this document, she was 24 critical of me, yes. 25 Q. I'm asking a specific question.</p>



<p style="text-align: right;">Page 90</p> <p>1 A. And I'm giving you a specific answer. I don't 2 recall. 3 Q. I'm asking -- it's a yes-or-no question. Does 4 looking at this document refresh your recollection about 5 whether or not Christi was critical of you? 6 A. No. But it validates that she was, if you will 7 just look at the notes. 8 Q. If you look towards the middle of the page, they 9 are not numbered, but there's a three-ring binder hole in 10 the middle of the page, and then if you go right from 11 there the second bullet point down from that starts with 12 the word "board." Do you see that there? 13 A. I see that, yes. 14 Q. She brought up that Mr. Razaghi was angry about 15 her communicating with the board, right? 16 MR. MERRETT: Form, foundation. 17 THE WITNESS: She says specifically -- the 18 note says: "Email to staff and the board hasn't met yet. 19 Do they not deserve that respect? Why is he doing this? 20 Not reasonable. Doing for him." 21 So I don't understand the question based on 22 that bullet point what you are asking me. If you could 23 restate it in a different way, I will do my best to answer 24 it. 25</p>	<p style="text-align: right;">Page 92</p> <p>1 A. Well, according to this note I told her to have a 2 transition plan ready this afternoon and she was to work 3 from home from this point going forward. 4 Q. Did that -- did you instruct her to do that? 5 A. According to this note, I did. I don't recall 6 saying that. 7 Q. Okay. Let's talk about independent of this 8 document. What did you do with Christi? 9 A. I don't recall this conversation and I don't 10 recall what I told her. But according to the notes that 11 were taken by somebody that was in there taking notes, she 12 was asked to have a transition plan ready and to work from 13 home. 14 Q. Did she do that? 15 A. As far as I know she did. But I can't say for 16 sure. 17 Q. You are the new co-CEO at this point, right? 18 A. Yes. 19 Q. And you have this angry ex-CEO just hanging 20 around, right? 21 A. She wasn't at the hospital after this point. 22 Q. But she's free to talk to people at the hospital, 23 right? 24 MR. MERRETT: Form and foundation. 25 THE WITNESS: When -- we couldn't -- I</p>
<p style="text-align: right;">Page 91</p> <p>1 BY MR. BURNS: 2 Q. Christi brought up her communications with the 3 board of directors during this meeting, correct? 4 A. I don't recall. I believe what she is saying 5 here is that Ahmad hadn't even let the board know that she 6 was being terminated. But I'm just making an assumption 7 there. From this note it would lead me to believe that. 8 Q. But you don't remember one way or the other? 9 A. No. But I think it's pretty clear from that 10 bullet point that that's exactly what she was saying. 11 Q. If you look -- after all the bullet points, 12 there's a sentence that is just sort of the first textual 13 sentence after the bullet point: "Behavior was erratic, 14 very upset, angry. Trying get Tadd to say things against 15 Ahmad. He did not." 16 Do you see that there? 17 A. Yes. 18 Q. Is that accurate? Is that what happened during 19 the conversation? 20 A. I can validate that she was angry and upset. 21 Q. Was she trying to get you to say things against 22 Mr. Razaghi? 23 A. I don't recall. 24 Q. What do you do with Christi, you know, in the 25 time after this meeting?</p>	<p style="text-align: right;">Page 93</p> <p>1 couldn't keep her from talking to other people, no. 2 BY MR. BURNS: 3 Q. Why couldn't you? 4 A. Well, because you can't falsely imprison people. 5 You can't kidnap them. People are free to say what they 6 want to say. 7 Q. Did you instruct her to not talk to people? 8 A. I don't recall. 9 Q. If she was instructed, whose decision would that 10 have been? 11 MR. MERRETT: Form and foundation. 12 Guess if you can. 13 THE WITNESS: You cannot keep people from 14 communicating with other people. It is impossible. 15 BY MR. BURNS: 16 Q. You can instruct them -- 17 A. Did somebody else tell her to not talk to anyone? 18 There's no way for me to answer that question. I don't 19 know. 20 Q. You don't recall whether or not you instructed 21 her to stop talking to people at the hospital. Is that 22 correct? 23 A. I don't recall. 24 Q. You might have done that, right? 25 A. I would -- I have never done that before in my</p>



<p style="text-align: right;">Page 94</p> <p>1 history of terminating people and things, and you don't</p> <p>2 say those types of things because there are phones and</p> <p>3 texting and all these other things.</p> <p>4 It is impossible to do so. It is a waste of</p> <p>5 your time to say something like that. So no, I don't</p> <p>6 recall saying something like that.</p> <p>7 Q. We will mark Exhibit 83. Exhibit 83 will be tab</p> <p>8 531.</p> <p>9 A. Okay, I have it.</p> <p>10 Q. Let's look at the second page of 531.</p> <p>11 MR. MERRETT: I don't yet. Just one second.</p> <p>12 MR. BURNS: Andre, do you have it?</p> <p>13 MR. MERRETT: I do now.</p> <p>14 BY MR. BURNS:</p> <p>15 Q. Mr. Greenfield, do you have tab 531?</p> <p>16 A. I do.</p> <p>17 Q. Let's look at the second page, Bates number</p> <p>18 ending in 465. Do you see that there?</p> <p>19 A. Yes.</p> <p>20 Q. Is that your signature there in the middle of the</p> <p>21 page?</p> <p>22 A. Yes, it is.</p> <p>23 Q. Looking at the first page, I see a document dated</p> <p>24 August 2, 2018, to Christi from Tadd Greenfield. Do you</p> <p>25 see that there?</p>	<p style="text-align: right;">Page 96</p> <p>1 A. Okay.</p> <p>2 Q. Who authored this?</p> <p>3 A. I didn't author this.</p> <p>4 Q. Who did?</p> <p>5 A. I can't be sure. Someone in the company. The</p> <p>6 company did.</p> <p>7 Q. Okay. You wouldn't sign something you disagreed</p> <p>8 with, correct?</p> <p>9 A. Oh, disagreed with?</p> <p>10 Q. You wouldn't write something and sign it if it</p> <p>11 was false, right?</p> <p>12 A. I would never do that.</p> <p>13 But also we sign things as executives in</p> <p>14 health care all the time that are authored by other people</p> <p>15 that we assume that they are relevant and accurate. Like</p> <p>16 audits. I do it multiple times a year. Multiple times a</p> <p>17 month.</p> <p>18 Q. This communication says it's from you. So you</p> <p>19 wouldn't sign a communication from you that contained</p> <p>20 false statements, right?</p> <p>21 A. I would never make a false statement.</p> <p>22 Q. Okay. So let's look at the first sentence.</p> <p>23 "Effective immediately you shall be on paid administrative</p> <p>24 leave pending an investigation by a neutral investigator."</p> <p>25 Do you see that there?</p>
<p style="text-align: right;">Page 95</p> <p>1 A. Yes.</p> <p>2 MR. MERRETT: Did you say 7-20?</p> <p>3 MR. BURNS: August 2, 2018, is the date on</p> <p>4 the document.</p> <p>5 BY MR. BURNS:</p> <p>6 Q. Did you send this communication?</p> <p>7 A. I don't -- I'm reading it. I don't recall how it</p> <p>8 was delivered to Christi.</p> <p>9 Q. Sure. But you signed it, right?</p> <p>10 A. Yes.</p> <p>11 Q. And you understand that Christi signed it with</p> <p>12 the words "in protest," right?</p> <p>13 A. Uh-huh.</p> <p>14 Q. So this is a communication you authored, right?</p> <p>15 A. That I what?</p> <p>16 Q. That you authored, right?</p> <p>17 A. I would say it's a communication that I delivered</p> <p>18 to Christi.</p> <p>19 Q. Who authored it?</p> <p>20 A. I don't recall authoring it.</p> <p>21 Q. Who authored it?</p> <p>22 A. I can't say for sure. Someone in the company.</p> <p>23 Q. Did Mr. Razaghi author this?</p> <p>24 A. Can I have a moment to read through it?</p> <p>25 Q. Sure.</p>	<p style="text-align: right;">Page 97</p> <p>1 A. Yes.</p> <p>2 Q. Moving to the second paragraph: "The</p> <p>3 investigation will consider whether you have violated any</p> <p>4 fiduciary, contractual, or other duty to your employer,</p> <p>5 Razaghi Development Company."</p> <p>6 Do you see that there?</p> <p>7 A. Yes.</p> <p>8 Q. "Including but not limited to duties of loyalty,</p> <p>9 honesty, confidentiality, candor and care."</p> <p>10 Do you see that there?</p> <p>11 A. Yep.</p> <p>12 Q. Did Christi owe those duties to Razaghi</p> <p>13 Healthcare?</p> <p>14 MR. MERRETT: Foundation.</p> <p>15 THE WITNESS: Could you say that in another</p> <p>16 way, please?</p> <p>17 BY MR. BURNS:</p> <p>18 Q. Did Christi owe those duties to Razaghi</p> <p>19 Healthcare?</p> <p>20 MR. MERRETT: Foundation.</p> <p>21 THE WITNESS: I'm not sure I understand the</p> <p>22 question.</p> <p>23 BY MR. BURNS:</p> <p>24 Q. Did Christi -- you listed several duties in this</p> <p>25 document, right?</p>



<p style="text-align: right;">Page 98</p> <p>1 A. Yes.</p> <p>2 MR. MERRETT: Object to form.</p> <p>3 BY MR. BURNS:</p> <p>4 Q. Did Christi owe those duties that you listed to</p> <p>5 Razaghi Healthcare?</p> <p>6 MR. MERRETT: Same objection. Foundation.</p> <p>7 THE WITNESS: Are you asking me to speculate</p> <p>8 on these or provide an opinion?</p> <p>9 BY MR. BURNS:</p> <p>10 Q. No. Why are these duties listed in your letter?</p> <p>11 Are they irrelevant to Christi's duties to Razaghi</p> <p>12 Healthcare?</p> <p>13 MR. MERRETT: Form.</p> <p>14 THE WITNESS: I believe they are relevant to</p> <p>15 every working relationship in any context or any job.</p> <p>16 BY MR. BURNS:</p> <p>17 Q. So help me understand. Every job the employee</p> <p>18 owes these -- loyalty, honesty, confidentiality, candor</p> <p>19 and care -- to their employer, right?</p> <p>20 A. Yes.</p> <p>21 Q. And so as a result, because everyone owes that to</p> <p>22 all their employers, Christi owed it to Razaghi</p> <p>23 Healthcare, right?</p> <p>24 A. Yes.</p> <p>25 Q. And she owed the same duties to Sage Memorial</p>	<p style="text-align: right;">Page 100</p> <p>1 consideration, and when the purchase of postage stamps was</p> <p>2 a matter of board concern."</p> <p>3 What does that mean?</p> <p>4 MR. MERRETT: Foundation.</p> <p>5 THE WITNESS: I can speculate to what that</p> <p>6 means.</p> <p>7 BY MR. BURNS:</p> <p>8 Q. It's a document that purports to be from you with</p> <p>9 your signature on it. I am asking you if you have any</p> <p>10 idea what it means.</p> <p>11 A. I did tell you I didn't author this document.</p> <p>12 Q. Right. But who -- you weren't there when there</p> <p>13 was a former CEO, right?</p> <p>14 A. The point that is being made there is that it was</p> <p>15 managed so poorly in the past you couldn't even buy</p> <p>16 postage stamps and now things are a lot better.</p> <p>17 Q. You couldn't buy postage stamps without the board</p> <p>18 of directors' approval, right?</p> <p>19 A. No. No. No. It was a matter of -- any</p> <p>20 expenditure was a matter of board concern. That's what it</p> <p>21 says. And that means because there was no money to do</p> <p>22 that.</p> <p>23 I have been in situations where you had --</p> <p>24 if you were buying paper, you had to come and ask me</p> <p>25 before because money was so tight.</p>
<p style="text-align: right;">Page 99</p> <p>1 Hospital, didn't she?</p> <p>2 MR. MERRETT: Foundation.</p> <p>3 THE WITNESS: Yes, I believe so. I don't</p> <p>4 see how you can have a good working relationship and</p> <p>5 actually function without loyalty and -- I don't even know</p> <p>6 why this is a question. Yes. Loyalty, honesty are</p> <p>7 unbelievably important in a work environment.</p> <p>8 And those -- those things aren't mutually</p> <p>9 exclusive to either side. Yes, we owe each other that</p> <p>10 always.</p> <p>11 BY MR. BURNS:</p> <p>12 Q. Okay. And that applies to you, too, right? You</p> <p>13 owed those duties to Razaghi Healthcare?</p> <p>14 A. Yes.</p> <p>15 Q. And you owed those duties to Sage Memorial</p> <p>16 Hospital?</p> <p>17 A. Yes.</p> <p>18 Q. I'm moving to the middle of Paragraph 2. It's</p> <p>19 sort of after the definition of Navajo Sage in the middle.</p> <p>20 The next sentence starts "as you know." Just tell me when</p> <p>21 your eyes are there. I'll read it.</p> <p>22 A. I'm there.</p> <p>23 Q. "As you know, RDC and its predecessors assumed</p> <p>24 management functions at Navajo Sage when the then CEO had</p> <p>25 prepared a close-out plan for the board of director's</p>	<p style="text-align: right;">Page 101</p> <p>1 Q. Okay. Looking at the last sentence of</p> <p>2 Paragraph 2, "RDC cannot allow that progress to be</p> <p>3 reversed or stymied by dissension or by RDC employees who</p> <p>4 may have ulterior plans."</p> <p>5 What dissension is that referring to?</p> <p>6 MR. MERRETT: Foundation.</p> <p>7 THE WITNESS: I don't know.</p> <p>8 BY MR. BURNS:</p> <p>9 Q. What ulterior plans does that refer to?</p> <p>10 MR. MERRETT: Same objection.</p> <p>11 THE WITNESS: I have no idea.</p> <p>12 BY MR. BURNS:</p> <p>13 Q. Looking at the third paragraph. "The following</p> <p>14 conditions shall apply to your paid administrative leave.</p> <p>15 You shall not enter any building or other facility of</p> <p>16 Navajo Sage subject to the RDC management agreement unless</p> <p>17 authorized and accompanied by me or unless you require</p> <p>18 medical help."</p> <p>19 Do you see that there?</p> <p>20 A. Yes.</p> <p>21 Q. That's an instruction you gave her, right?</p> <p>22 A. It's an instruction in this letter, yes.</p> <p>23 Q. "You must maintain confidentiality of all of</p> <p>24 RDC's and Navajo-Sage's proprietary information and</p> <p>25 documents, including contracts."</p>



<p style="text-align: right;">Page 102</p> <p>1 Do you see that sentence there?</p> <p>2 A. Yeah.</p> <p>3 Q. What contracts are being referred to?</p> <p>4 MR. MERRETT: Foundation.</p> <p>5 THE WITNESS: I don't know.</p> <p>6 BY MR. BURNS:</p> <p>7 Q. You knew that Christi was talking about Razaghi</p> <p>8 Healthcare not operating properly under contracts, right?</p> <p>9 MR. MERRETT: Form.</p> <p>10 THE WITNESS: Could you restate that in</p> <p>11 another way, please?</p> <p>12 BY MR. BURNS:</p> <p>13 Q. You knew that Christi was making allegations</p> <p>14 against Razaghi Healthcare, correct?</p> <p>15 A. What do you mean by I knew or I know?</p> <p>16 Q. At the time this letter was written, you knew</p> <p>17 that Christi was making allegations against Razaghi</p> <p>18 Healthcare, correct?</p> <p>19 A. I knew that she was saying inappropriate things</p> <p>20 about Razaghi Healthcare.</p> <p>21 Q. To who?</p> <p>22 A. The specific statement she was making I didn't</p> <p>23 know.</p> <p>24 Q. To who was she making inappropriate statements?</p> <p>25 A. All I know is she was making inappropriate</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. And you relied on Mr. Razaghi for this one,</p> <p>2 right?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Moving to the next sentence. "You shall</p> <p>5 avoid any communications involving the business of either</p> <p>6 Navajo Sage or RDC or its officials and employees with</p> <p>7 Navajo Sage staff and its board members unless authorized</p> <p>8 by me for particular purposes to further the mission of</p> <p>9 Navajo Sage."</p> <p>10 Do you see that next clause?</p> <p>11 A. Yes.</p> <p>12 Q. You instructed her to not talk to the board of</p> <p>13 directors of Navajo Sage, didn't you?</p> <p>14 MR. MERRETT: Form and foundation.</p> <p>15 THE WITNESS: This letter instructs her not</p> <p>16 to do that. Any time you fire anyone anywhere -- I mean I</p> <p>17 know you are trying to make some grandiose point about</p> <p>18 this, but the fact of the matter is when you fire someone,</p> <p>19 when somebody gets let go from their position, you would</p> <p>20 ask them to do things like this.</p> <p>21 This is not -- this is not some unusual</p> <p>22 situation. A lot of organizations won't let you even back</p> <p>23 in the hospital because they became a safety risk and they</p> <p>24 could potentially do some harm to an individual in their</p> <p>25 anger and confusion. So --</p>
<p style="text-align: right;">Page 103</p> <p>1 statements.</p> <p>2 Q. But to who?</p> <p>3 A. I don't know.</p> <p>4 Q. How did you come to learn that she was making</p> <p>5 inappropriate statements?</p> <p>6 A. Through -- I guess through our discussions at</p> <p>7 corporate.</p> <p>8 Q. So who's "our" in our discussions?</p> <p>9 A. Through discussions with Ahmad.</p> <p>10 Q. That's Mr. Razaghi, right?</p> <p>11 A. That's Mr. Razaghi, yes.</p> <p>12 Q. So it's Mr. Razaghi that informed you that</p> <p>13 Christi was making inappropriate statements about Razaghi</p> <p>14 Healthcare, right?</p> <p>15 A. Yes.</p> <p>16 Q. And did he give you the details of the</p> <p>17 inappropriate statements?</p> <p>18 A. No.</p> <p>19 Q. So you didn't actually know whether the</p> <p>20 statements were inappropriate or not, right?</p> <p>21 A. I had no reason to believe they would not be.</p> <p>22 Again, we rely -- lots is gathered -- information is</p> <p>23 gathered when you work in organizations like this and</p> <p>24 every other one I have been in and you rely on what people</p> <p>25 tell you. So yes.</p>	<p style="text-align: right;">Page 105</p> <p>1 BY MR. BURNS:</p> <p>2 Q. We established earlier that you -- this was the</p> <p>3 first job you had for a management company for running a</p> <p>4 hospital, right?</p> <p>5 A. Yes.</p> <p>6 Q. So what is normal --</p> <p>7 A. But pardon me. But I was running the hospital,</p> <p>8 not the management company. That was my job. I ran the</p> <p>9 hospital. I knew the operational stuff. I take care of</p> <p>10 those things.</p> <p>11 So I mean -- so no, it is the first</p> <p>12 management company I have worked for but it's not the</p> <p>13 first hospital I have managed in. So --</p> <p>14 Q. But we are talking about -- you are talking about</p> <p>15 muzzling someone who is talking to the board of directors,</p> <p>16 right?</p> <p>17 A. No. You are talking about a disenfranchised</p> <p>18 employee who is very, very angry. And people in general</p> <p>19 are willing to say and do lots of things in order to hurt</p> <p>20 the people that they perceived hurt them. It's nothing</p> <p>21 more than that.</p> <p>22 Q. And --</p> <p>23 A. I know you want it to be but it's not.</p> <p>24 Q. But Razaghi Healthcare felt like it needed to</p> <p>25 prevent her from talking to the board of directors?</p>



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1 **A. Every organization would want to do the same.**
 2 MR. MERRETT: Foundation.
 3 Just take a beat, Tadd, please.
 4 BY MR. BURNS:
 5 Q. Mr. Razaghi was concerned about what Christi was
 6 saying to the board of directors, wasn't he?
 7 MR. MERRETT: Foundation.
 8 **THE WITNESS: I have no idea what he was**
 9 **thinking.**
 10 BY MR. BURNS:
 11 Q. Did you ask the board of directors if they wanted
 12 to talk to Christi?
 13 **A. I went to two board of directors' meetings as the**
 14 **CEO, I believe it was two, and they would not engage with**
 15 **me nor would they allow me to talk.**
 16 Q. You know how to email the board of directors,
 17 don't you?
 18 **A. Of course.**
 19 Q. Did you tell the board of directors that you had
 20 instructed Christi to not talk to them?
 21 **A. That would not be my role to do that.**
 22 Q. Whose role would it have been?
 23 **A. That would have been Ahmad's. That's**
 24 **Mr. Razaghi.**
 25 Q. You can call him Ahmad. I just have to clarify

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1 for the record.
 2 MR. MERRETT: Just to make sure, we are not
 3 referring to the other Ahmad?
 4 MR. BURNS: We want to be absolutely clear
 5 in circumstances like this, Andre. I think you understand
 6 why.
 7 **THE WITNESS: I will say Mr. Razaghi going**
 8 **forward.**
 9 BY MR. BURNS:
 10 Q. You can call him whatever.
 11 This investigation that's launched -- there
 12 is an investigation launched after this letter is sent,
 13 isn't it?
 14 **A. I can't recall what we did post this termination**
 15 **letter. I'm assuming but I can't recall.**
 16 Q. The plan is to have this investigation take a
 17 little while while Mr. Razaghi terminates the Razaghi
 18 Healthcare contract with Sage, right?
 19 MR. MERRETT: Form and foundation.
 20 **THE WITNESS: No.**
 21 BY MR. BURNS:
 22 Q. That's not the plan?
 23 **A. The plan was never to terminate the relationship**
 24 **with Sage.**
 25 Q. You are sure about that?

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1 **A. I'm sure about that.**
 2 Q. Did you know that on the same day you signed this
 3 letter, August 2, 2018, Mr. Razaghi sent a notice of
 4 breach to Sage threatening to terminate the contract?
 5 MR. MERRETT: Form.
 6 **THE WITNESS: I'm going to tell you what I**
 7 **know and what I can say. The plan -- I wish we were still**
 8 **there managing the hospital and maybe a couple others.**
 9 **There was no plan to terminate the contract**
 10 **with Sage from my perspective from what I know.**
 11 MR. BURNS: Okay.
 12 **THE WITNESS: -- liked working there. As a**
 13 **CEO I was onsite there several days a week, Tuesday**
 14 **through Thursday. I took those staff members on site**
 15 **visits to another hospital.**
 16 **We were working really hard to make sure the**
 17 **finance department was good. I'd hired a bunch of other**
 18 **people in just to help manage things and to help get**
 19 **things straightened out.**
 20 **We were looking at their pump house, how we**
 21 **could shore that up, because it served water for the**
 22 **entire community.**
 23 **I was there for all of that stuff. We were**
 24 **trying to open their OR and get their operating room going**
 25 **so they could do procedures there.**

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1 **I mean we were all dreaming about a brand**
 2 **new hospital that we could build. That's why I was there.**
 3 **None of this stuff that you are talking about. I mean --**
 4 BY MR. BURNS:
 5 Q. I think we can agree that your work and
 6 Mr. Razaghi's plans are different things, right?
 7 MR. MERRETT: Foundation.
 8 **THE WITNESS: Yeah, I know he was concerned.**
 9 **He wanted things to run well; we all did. And I'm saying**
 10 **that not as conjecture because if I didn't feel he was in**
 11 **it for the right reason, I wouldn't have went to work**
 12 **there. I have a great resumé. I can go work anywhere.**
 13 **So I just -- I want to make it clear we**
 14 **loved those people down there. If you ask the managers,**
 15 **the management team, about me that work there and ask them**
 16 **if we cared about them and we really tried do a good job,**
 17 **they would tell you yes. Without a doubt.**
 18 BY MR. BURNS:
 19 Q. Let me get back to the question. Did you know
 20 that on the same date as Exhibit 83, August 2, 2018, on
 21 that same date Mr. Razaghi sent a notice of breach to Sage
 22 Memorial Hospital? Did you know that?
 23 **A. No.**
 24 MR. MERRETT: Form.
 25



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1 BY MR. BURNS:
2 Q. Did you just find that out today?
3 **A. Yes. I mean I did not know that this was sent**
4 **the same day, no.**
5 Q. You knew a notice of breach was sent, right?
6 **A. At a certain point in time, yes. But I wasn't**
7 **involved in that. I don't author stuff like that and I**
8 **don't -- it's not my decision to do things like that.**
9 Q. We will look at Exhibit 55. It's already been
10 marked in other depositions. I dropped it into the chat.
11 **A. Is this the one that says 4484?**
12 Q. Yeah. It's -- actually I clicked on the wrong
13 thing so hold one on second. I have to reorganize the
14 numbers. I was a couple off with them. I'll have to come
15 back to that. We will come back to it after the break.
16 We have been talking about the plan. You
17 knew that Mr. Razaghi wanted to leave Sage behind and go
18 work with other non-profits in the Navajo Nation, right?
19 MR. MERRETT: Form and foundation.
20 **THE WITNESS: I can tell you that's not**
21 **true. We wanted to stay at Sage and we wanted to expand**
22 **enterprise to other -- to others to have the opportunity**
23 **to have better health care. So our plan was never to**
24 **leave Sage. Why would we do that?**
25

1 **A. I wasn't included on the emails.**
2 Q. Sure. But that's your email, correct?
3 **A. The very first one?**
4 Q. There is an email
5 tadd.greenfield@razaghihealthcare.com. That was your
6 email at the time, right?
7 **A. Yes. That's my email address, yes. I'm sorry.**
8 Q. So you received this e-mail, didn't you?
9 **A. Yes.**
10 Q. You ended up attending this July 31st meeting,
11 right?
12 **A. Let me read through it. I don't recall the**
13 **meeting. Yeah, I don't recall the email but clearly I was**
14 **on it.**
15 Q. Let's look at the bottom email. This is one
16 where maybe starting at the bottom helps. It's at the
17 bottom of Page 1 and runs on to Page 2. It's from Stenson
18 Wauneka, Monday, July 30, 2018, 9:35 p.m.
19 Do you see that there?
20 **A. Yes.**
21 Q. You knew that the board of directors was just
22 trying to hire its own attorney, right?
23 **A. I'm trying to read through this e-mail and come**
24 **up with some context for it.**
25 MR. MERRETT: Why don't you answer his

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1 BY MR. BURNS:
2 Q. There was a meeting in late July -- what's a team
3 huddle?
4 **A. I'm sorry, what's that?**
5 Q. Was there a term called a team huddle that
6 existed within Razaghi Healthcare?
7 **A. It exists in my hospital now. We huddle all the**
8 **time. We do a safety huddle in the mornings. That's a**
9 **totally legitimate health care thing.**
10 Q. And at Razaghi Healthcare the executive team
11 huddled sometimes, too, right?
12 **A. Yeah, of course.**
13 Q. And in late July there was an executive team
14 huddle about ditching Sage and just going and working with
15 non-profits without Sage, right?
16 **A. No. That is not right.**
17 Q. We will mark Exhibit 84 as tab 510. I'm looking
18 at Exhibit 84, tab 510, Bates number ending in 430. Do
19 you see that, sir?
20 **A. Yes.**
21 Q. I'm looking at a July 31, 2018 email 2:35 p.m.
22 In the "to" line, the second email, is that your email?
23 **A. It looks like Ahmad, Ira, Ahmad, and then -- is**
24 **there another page?**
25 Q. No. We are looking at --

1 question. I don't think he was --
2 **THE WITNESS: No.**
3 MR. MERRETT: -- referring to the exhibit.
4 **THE WITNESS: Okay.**
5 **I don't recall.**
6 BY MR. BURNS:
7 Q. You knew that there was fighting going on between
8 the board of directors and Razaghi Healthcare, right?
9 **A. Fighting?**
10 Q. There was acrimony, correct?
11 **A. Disagreement?**
12 Q. Sure. Was there disagreement?
13 **A. I think it's safe to say that there was some type**
14 **of disagreement.**
15 Q. And you knew that the board of directors was
16 trying to hire its own attorney of its own choice, right?
17 **A. I just can't recall. I'm trying to read through**
18 **this email, but I just don't recall. Again, I wasn't in**
19 **the nuts and bolts of this stuff.**
20 **I am trying to make sure that Sage is okay**
21 **because they lost their CEO and COO and we had to -- my**
22 **focus was to maintain operations there and making sure**
23 **that there were no hiccups or misses. So I mean this**
24 **wasn't a focus of my -- this wasn't the focus of my work.**
25 Q. Okay. You understood that the board of directors



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1 had disputes among the members of the board of directors,
 2 right?
 3 MR. MERRETT: Foundation.
 4 **THE WITNESS: Could you repeat that again,**
 5 **please?**
 6 BY MR. BURNS:
 7 Q. You knew that the board of directors had disputes
 8 among members of the board of directors, right?
 9 MR. MERRETT: Foundation and form.
 10 **THE WITNESS: I guess I -- I just don't -- I**
 11 **just don't recall. I recall there was some acrimony, some**
 12 **disagreement, but I don't recall specificity or reasons.**
 13 BY MR. BURNS:
 14 Q. Okay. We move up one email from Ahmad Razaghi to
 15 Tadd Greenfield and others on Monday, July 30th, at
 16 11:05 p.m. Do you see that there?
 17 **A. Yes.**
 18 Q. So less than an hour and a half after Mr. Wauneka
 19 sends the email, Mr. Razaghi sends it to you, right?
 20 **A. It looks like it, yes.**
 21 Q. You'd review an email like this, wouldn't you?
 22 **A. Probably, yes.**
 23 Q. You weren't in the habit of ignoring
 24 Mr. Razaghi's emails, were you?
 25 **A. No. But I will tell you sometimes it take a week**

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1 **or more to get to them and read them. I don't sit by my**
 2 **computer and wait for somebody to email me.**
 3 **So what appears to be an hour could have**
 4 **been a week. I'm not saying that it was. I'm just saying**
 5 **that I don't know when I reviewed this or if I did.**
 6 Q. Mr. Greenfield, you are a professional, right?
 7 **A. Yes.**
 8 Q. You pride yourself in your competence and
 9 diligence?
 10 **A. I try to, yes.**
 11 Q. You don't expect anybody to believe you didn't
 12 read this e-mail, do you?
 13 **A. I said I'm sure that I did. I can't say for sure**
 14 **when I read it. It could have been a day later. It could**
 15 **have been two hours later. I just don't know.**
 16 Q. Moving up one more level, who's Ira Vandever?
 17 **A. I don't recall who that is.**
 18 Q. The email writes: "There he is -- onward and
 19 upward said the boss. Let's keep going. He knows what he
 20 is doing. Bravo Stenson. Bravo."
 21 Do you see that there?
 22 **A. Yes, I do.**
 23 Q. Was closeness with Mr. Wauneka a thing within
 24 Razaghi Healthcare?
 25 **A. I don't -- I don't believe so, no.**

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1 Q. Was Mr. Wauneka close with Mr. Razaghi?
 2 MR. MERRETT: Foundation.
 3 **THE WITNESS: I couldn't speculate whether**
 4 **they are close or not.**
 5 BY MR. BURNS:
 6 Q. You don't know one way or the other?
 7 **A. I don't.**
 8 Q. Okay. Let's go to the top level email. First of
 9 all, Ira, she has a Razaghi Healthcare email. Do you see
 10 that there?
 11 **A. Yeah, I do. I still don't know who that is,**
 12 **though. I don't recall.**
 13 Q. You don't know what her role was?
 14 **A. I don't remember an Ira Vandever.**
 15 Q. Mr. Razaghi writes: Good morning. Ira, we have
 16 it backwards. You shouldn't go to Sage. We should go
 17 north and east. Help other 638s without Sage.
 18 Do you see that there?
 19 **A. Yes, I do see that.**
 20 Q. What's a 638?
 21 **A. It is a -- it is a hospital that has been -- this**
 22 **is probably the most crude definition. Again, this isn't**
 23 **my thing.**
 24 **But basically it's a hospital that's been**
 25 **converted from an Indian Health Service hospital to a**

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1 **private not-for-profit. It still getting funding from the**
 2 **Indian Health Service.**
 3 Q. It's a type of non-profit hospital, right?
 4 **A. Yes.**
 5 Q. The Navajo Nation has many of these around,
 6 right?
 7 MR. MERRETT: Foundation.
 8 **THE WITNESS: I know Sage was one.**
 9 BY MR. BURNS:
 10 Q. And you know there's others, right?
 11 **A. Um. Actually no. This is the only hospital --**
 12 Q. What did you think that -- when Mr. Razaghi said
 13 we need to go north and east and help other 638s without
 14 Sage? What did you think of that?
 15 MR. MERRETT: Form.
 16 **THE WITNESS: I think that -- you are trying**
 17 **to say that that is us wanting to -- Razaghi Healthcare**
 18 **wanting to abandon Sage completely?**
 19 BY MR. BURNS:
 20 Q. I'm not saying anything.
 21 What was this conversation about,
 22 Mr. Greenfield?
 23 **A. I believe that this was about going forward with**
 24 **other 638s without any financial support from Sage.**
 25 Q. And again, you didn't know until today that two



<p style="text-align: right;">Page 118</p> <p>1 days after this top email Mr. Razaghi starts notice steps 2 to terminate the contract with Sage. You didn't know that 3 until today? 4 A. No. No. 5 Q. The plan was to leave you behind working as CEO 6 at Sage, right? 7 MR. MERRETT: Form and foundation. 8 THE WITNESS: No. The CEO job at Sage was 9 always meant to be temporary so we can hire someone else 10 in. 11 BY MR. BURNS: 12 Q. We are going to talk more about it. At some 13 point -- what did your job at Razaghi Healthcare turn into 14 after the contract with Sage was terminated? 15 A. Just really winding things down, agreements down, 16 letting staff go, those types of functional things. We 17 had hired a CFO. I had to let him go. We had a CNO, 18 Cheryl. We had to have discussions about that. 19 We had a lot of -- you know, we had a lot of 20 resources there at Sage which, you know, we were paying 21 for, a couple accountants, a CFO. I was dealing with all 22 of those things. 23 I was fielding a lot of calls. People hear 24 things quickly about, you know, when bad things like 25 contract terminations are happening and they were</p>	<p style="text-align: right;">Page 120</p> <p>1 A. What I did, I was helping to wind the company 2 down. 3 Q. Why do you know I'm going there? 4 A. Because I'm not an idiot. I don't know. Maybe. 5 Q. These are areas of concern for you, right? 6 A. No. Actually no. 7 Q. You want everyone to know you weren't involved 8 with the invoice for \$10.8 million, right? 9 A. I wasn't involved with it. 10 Q. And you want everyone to know you weren't 11 involved with the taking of the \$10.8 million, right? 12 A. I wasn't involved with it. 13 Q. Why do you want everyone to know that? 14 A. Because I could see where you were going with all 15 of this. That's why. 16 Q. It's a matter of concern for you, right? 17 A. And I am trying to save time -- no, I'm not 18 concerned. You are never concerned about what you have 19 nothing to do with. 20 Q. Did you review the deposition of Mr. Hasan? 21 A. I did not. 22 Q. Do you have any understanding of what Mr. Hasan 23 testified to? 24 A. I do not. 25 Q. Did you know that he testified that you directed</p>
<p style="text-align: right;">Page 119</p> <p>1 concerned they weren't going to get paid, you know, 2 contractors that we hire in. So that's really cleaning 3 up. 4 And then honestly, starting buffing up the 5 resumé and reaching out and focusing on finding our next 6 job. 7 I mean, I'm not wealthy so it was a big 8 concern, I bought a house and everything, that I have 9 employment as quickly as possible after this happened. 10 Q. What about preparing to defend the \$10.8 million 11 Razaghi Healthcare took on its way out? That was part of 12 your job, right? 13 MR. MERRETT: Form. 14 THE WITNESS: No. 15 BY MR. BURNS: 16 Q. You didn't discuss the preparation of the 17 defense? 18 A. I didn't -- I didn't -- I didn't do any invoicing 19 for Sage. I didn't make any -- help with any 20 calculations. No, I didn't do -- I wasn't involved in any 21 of that stuff. That was not my role. 22 Q. You are denying things I didn't ask you about. 23 Is there a reason that your mind went there? 24 A. Yeah, because I know where you're going. 25 Q. Why do you know --</p>	<p style="text-align: right;">Page 121</p> <p>1 the \$10.8 million payment and he was following your 2 directions? 3 MR. MERRETT: Form. 4 THE WITNESS: Perhaps he misspoke. 5 BY MR. BURNS: 6 Q. Did you know that? 7 A. I did not know that. 8 Q. You are just finding that out right now? 9 A. Just this second. 10 Q. Is that true? 11 A. That's true. 12 Q. Okay. Did you direct Mr. Hasan to cause the 13 \$10.8 million payment? 14 A. I did not do that. 15 Q. Did you direct Nicole Hardy to make the 16 \$10.8 million payment? 17 A. I did not do that. I don't know who Nicole Hardy 18 is. 19 Q. Did you regularly give Mr. Hasan directions? 20 A. Rarely, if ever. 21 Q. I'm jumping back to your time after Razaghi 22 Healthcare. Let's just stay with the questions. 23 You did help prepare defense for the 24 \$10.8 million payment, right? 25 MR. MERRETT: Form, foundation.</p>



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1 **THE WITNESS: So ask the question again?**
2 BY MR. BURNS:
3 Q. You did help the company prepare the defense for
4 taking \$10.8 million, right?
5 MR. MERRETT: Same objection.
6 **THE WITNESS: I guess I'm going to answer it**
7 **in a way that -- so our -- right after that termination**
8 **payment our main thing was trying to really try to recover**
9 **and stay with Sage. It wasn't to get away from Sage.**
10 **The goal wasn't to take whatever amount of**
11 **money that was in the termination payment. The**
12 **calculations of all that stuff and the requests for that**
13 **and all that, I had nothing to do with any of that thing.**
14 **I'm not saying it was the wrong thing**
15 **either. I'm just saying I had no part in that.**
16 BY MR. BURNS:
17 Q. The question is very specific. You helped the
18 company prepare defense for taking \$10.8 million after the
19 contract was terminated, correct?
20 MR. MERRETT: Foundation.
21 **THE WITNESS: I think -- no. I would say**
22 **that I helped try to -- try to, I don't know, save the**
23 **contract I guess in the days after that, not get**
24 **\$10 million, whatever it is.**
25

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1 BY MR. BURNS:
2 Q. Mr. Razaghi asked you to make an affidavit about
3 the events leading up to the contract termination, didn't
4 he?
5 **A. I did sign an affidavit. Actually --**
6 Q. I saw you signed an affidavit. Who authored it?
7 **A. Ahmad did. Mr. Razaghi.**
8 Q. Mr. Razaghi authored the affidavit you signed?
9 **A. Yes.**
10 Q. Did you review the affidavit in preparation for
11 your testimony today?
12 **A. Let me see. Yes, I did.**
13 MR. BURNS: We have gone about an hour since
14 we came back. Let's take a ten-minute break. Let's come
15 back at 2:23 Phoenix time. We will go off the record.
16 THE VIDEOGRAPHER: We are going off the
17 record. The time is 2:14 p.m.
18 (Recess taken 3:14 p.m. - 3:21 p.m.
19 Mountain Daylight Time)
20 THE VIDEOGRAPHER: We are back on the
21 record. The time is 2:21 p.m.
22 BY MR. BURNS:
23 Q. We are back on the record.
24 What -- what brought about the end of your
25 job at Razaghi Healthcare? How did that happen?

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1 **A. It was clear that that issue wasn't going to be**
2 **resolved and that we were -- the contract termination was**
3 **not going to be resolved so I left the company.**
4 Q. You -- you left. You were not terminated. Is
5 that right?
6 **A. No, I was terminated.**
7 Q. What was the reason given for your termination?
8 **A. Loss of the contract.**
9 Q. One second.
10 What's your current relationship with the
11 Razaghi Healthcare?
12 **A. Ahmad is my friend and I maintain a relationship**
13 **with him.**
14 Q. Do you have any business relationship with
15 Mr. Razaghi?
16 **A. A couple of years ago I signed a consulting**
17 **agreement with him, and we have always had the thought**
18 **that -- not anymore -- but that we could do some other**
19 **stuff on the Navajo Nation like bring up some more --**
20 **another 638, something like that, so. None of that's come**
21 **to fruition.**
22 Q. How are you compensated under the consulting
23 agreement?
24 MR. MERRETT: Form.
25 **THE WITNESS: I was compensated just the one**

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1 **time, I don't know the exact date, over a year ago. I was**
2 **given a lump sum payment. Just once.**
3 BY MR. BURNS:
4 Q. How much?
5 **A. Pardon me?**
6 Q. How much?
7 **A. \$10,000.**
8 Q. That was about a year ago?
9 **A. It was more than a year ago.**
10 Q. It was while this lawsuit was pending, right?
11 **A. Yes.**
12 Q. Any other business involvement with Mr. Razaghi?
13 **A. No.**
14 Q. Do you know what indemnification is?
15 **A. Why don't you explain it to me. I'd appreciate**
16 **that.**
17 Q. Has anyone agreed to pay your legal bills for
18 you?
19 **A. No.**
20 Q. Not even as a part of that consulting agreement
21 you talked about?
22 **A. I'm sorry?**
23 Q. Not even as a part of that consulting agreement
24 you talked about?
25 **A. No.**



<p style="text-align: right;">Page 126</p> <p>1 Q. Has anyone offered to pay any judgments that are 2 rendered against you? 3 A. No. 4 Q. Has anyone agreed to defend you if a lawsuit ends 5 up involving you? 6 A. No. 7 Q. When you became co-CEO you were aware that 8 Razaghi Healthcare had a contractual relationship with 9 Sage, right? 10 A. Yes. 11 Q. I am going to drop Exhibit 4 into the chat. I'm 12 looking at Exhibit 4, a CEO Services Contract, Bates 13 number ending in 244. Do you see that, sir? 14 A. Yes. 15 Q. When you became co-CEO -- let me strike that. 16 During any time during your employment at 17 Razaghi Healthcare or Sage, did you review the document 18 that is Exhibit 4? 19 A. I don't recall viewing this ever. 20 Q. I mean, who handled the contractual relationship 21 between Sage and Razaghi Healthcare? 22 MR. MERRETT: Form and foundation. 23 THE WITNESS: Will you restate the question, 24 please? 25</p>	<p style="text-align: right;">Page 128</p> <p>1 review the document that is Exhibit 11? 2 A. I don't recall reviewing this. 3 Q. Did you ever gain an understanding -- there's a 4 Section 5D, and that Section 5 starts on Page 8 and runs 5 past Page 10 but Section 5D is on Page 10. Let me know 6 when you find it. 7 A. Okay, I'm there. 8 Q. Did you ever review Section 5D here in 9 Exhibit 11? 10 MR. MERRETT: Form. Asked and answered. 11 THE WITNESS: No. 12 BY MR. BURNS: 13 Q. Did you ever have an understanding of how the 14 termination payment described in Section 5D was supposed 15 to work? 16 A. No. 17 Q. So if the termination payment was made, you have 18 no idea one way or the other whether it was done 19 correctly? 20 A. It wasn't in my purview. I have no idea. 21 Q. So the \$10.8 million payment that occurs, you 22 don't know if that was proper or not, do you? 23 A. No, I didn't participate in the calculation of 24 any of the payments, so no. 25 Q. You don't even know how it should be calculated,</p>
<p style="text-align: right;">Page 127</p> <p>1 BY MR. BURNS: 2 Q. Did you handle the details of the contractual 3 relationship between Sage and Razaghi Healthcare? 4 A. No. 5 Q. Who did handle those? 6 MR. MERRETT: Form and foundation. 7 THE WITNESS: I'm just looking through the 8 agreement here. 9 I did not handle those details, the 10 contractual relationship. 11 BY MR. BURNS: 12 Q. Who did? 13 MR. MERRETT: Form and foundation. 14 THE WITNESS: Well, it looks like according 15 to this contract that Ahmad would handle -- Mr. Razaghi 16 would handle those details. 17 BY MR. BURNS: 18 Q. Let's look at Exhibit 11 that just got dropped 19 into the chat. I'm looking at Amendment No. 2 to CEO 20 Services Contract, Bates number ending in 710. 21 A. Okay. 22 Q. Do you see that document? 23 A. Yes. 24 Q. It's really the same set of questions. During 25 your time working at Razaghi Healthcare, did you ever</p>	<p style="text-align: right;">Page 129</p> <p>1 do you? 2 A. I don't. 3 Q. Did you ever look into how it should be 4 calculated sort of after the fact? 5 A. Not in any detail. I mean -- after the fact, 6 yes. It was supposed to be an average of a certain number 7 of years. That's all I really know. 8 Q. Did you verify it was correct then? 9 A. No. 10 Q. Don't you think you owed that to Sage as co-CEO? 11 MR. MERRETT: Form. 12 THE WITNESS: That wasn't -- that wasn't my 13 part of the business to manage. 14 BY MR. BURNS: 15 Q. Whose part of the business to manage was it? 16 MR. MERRETT: Form and foundation. 17 THE WITNESS: Not mine. I was operational 18 guy and the hospital guy. So I'm sure -- 19 BY MR. BURNS: 20 Q. Who handled the termination payment at Razaghi 21 Healthcare? 22 MR. MERRETT: Foundation. 23 THE WITNESS: Well, I would have to say that 24 I didn't participate in this, but I have -- I would have 25 say that, you know, Mr. Razaghi handled it, I'm sure with</p>



<p>Page 130</p> <p>1 help from others. I don't know.</p> <p>2 BY MR. BURNS:</p> <p>3 Q. Who was protecting Sage if this \$10.8 million</p> <p>4 shouldn't have been paid?</p> <p>5 MR. MERRETT: I'm sorry. Before you answer</p> <p>6 that, Wilma, can I hear that question back, please. I</p> <p>7 don't think I caught all of it.</p> <p>8 (Record read by the certified</p> <p>9 stenographer as follows:</p> <p>10 "Q. Who was protecting Sage if this</p> <p>11 \$10.8 million shouldn't have been paid?")</p> <p>12 MR. MERRETT: Unfortunately I did hear all</p> <p>13 of it. Form and foundation.</p> <p>14 THE WITNESS: Well, if the termination would</p> <p>15 have been handled differently and there was a period of</p> <p>16 time where all the details could have been worked out, I</p> <p>17 think that, you know, the board bears some responsibility</p> <p>18 for the way things occurred and I think Razaghi Healthcare</p> <p>19 does as well. I mean there's no cut and dry answer for</p> <p>20 that.</p> <p>21 BY MR. BURNS:</p> <p>22 Q. Who should have been protecting Sage if the</p> <p>23 payment shouldn't have been made?</p> <p>24 MR. MERRETT: Form and foundation.</p> <p>25 THE WITNESS: I don't understand</p>	<p>Page 132</p> <p>1 Q. Have you been asked to attend trial?</p> <p>2 A. No.</p> <p>3 MR. BURNS: Okay. Wilma, can you read the</p> <p>4 question back, please.</p> <p>5 (Record read by the certified</p> <p>6 stenographer as follows:</p> <p>7 "Q. I mean the answer is nobody was</p> <p>8 protecting Sage because the board of directors</p> <p>9 didn't even know about it.")</p> <p>10 BY MR. BURNS:</p> <p>11 Q. Is that correct?</p> <p>12 A. I don't know.</p> <p>13 MR. MERRETT: Same objection.</p> <p>14 BY MR. BURNS:</p> <p>15 Q. You weren't protecting Sage, right?</p> <p>16 MR. MERRETT: Form and foundation.</p> <p>17 THE WITNESS: While I was at Sage,</p> <p>18 absolutely.</p> <p>19 BY MR. BURNS:</p> <p>20 Q. What did you do to stop the payment of the</p> <p>21 \$10.8 million?</p> <p>22 MR. MERRETT: Form and foundation.</p> <p>23 THE WITNESS: There was nothing I could do</p> <p>24 because I didn't know that was all going on.</p> <p>25</p>
<p>Page 131</p> <p>1 "protecting." I don't know what that means.</p> <p>2 BY MR. BURNS:</p> <p>3 Q. Razaghi Healthcare is paying itself</p> <p>4 \$10.8 million, isn't it?</p> <p>5 A. It appears so, yes.</p> <p>6 Q. So who approved that from Sage on Sage's behalf?</p> <p>7 MR. MERRETT: Form and foundation.</p> <p>8 THE WITNESS: I don't know the nuances of</p> <p>9 the contract how that works.</p> <p>10 BY MR. BURNS:</p> <p>11 Q. I mean the answer is nobody was protecting Sage</p> <p>12 because the board of directors didn't even know about it.</p> <p>13 MR. MERRETT: Foundation.</p> <p>14 Brad, it's not a question just because you</p> <p>15 testify --</p> <p>16 MR. BURNS: Andre, you are generally very</p> <p>17 good, but none of that. Okay? You can lodge your</p> <p>18 objections all you want. Wilma, can you read the</p> <p>19 question --</p> <p>20 MR. MERRETT: The jury performance might</p> <p>21 save us some time if you saved that for the jury.</p> <p>22 BY MR. BURNS:</p> <p>23 Q. Mr. Greenfield, are you planning on attending</p> <p>24 trial?</p> <p>25 A. No.</p>	<p>Page 133</p> <p>1 BY MR. BURNS:</p> <p>2 Q. If you had known it was going on, would you have</p> <p>3 told the board of directors?</p> <p>4 MR. MERRETT: Form.</p> <p>5 THE WITNESS: If I would have felt it was</p> <p>6 something improper, yes.</p> <p>7 BY MR. BURNS:</p> <p>8 Q. If you knew that Razaghi Healthcare was paying</p> <p>9 itself \$10.8 million in the acrimony that was going on,</p> <p>10 would you have told the board of directors if you had</p> <p>11 found out about it?</p> <p>12 MR. MERRETT: Form.</p> <p>13 THE WITNESS: I told you the two board</p> <p>14 meetings I was at no one would even talk to me and they</p> <p>15 wouldn't accept reports and things like that.</p> <p>16 I don't know the nuance of the contract so I</p> <p>17 couldn't make that decision where -- whether it was</p> <p>18 improper or not so I couldn't make the decision where they</p> <p>19 needed protected or not.</p> <p>20 BY MR. BURNS:</p> <p>21 Q. I'm not asking if it was improper or not. I'm</p> <p>22 just asking, would you have told the board of directors</p> <p>23 that Razaghi Healthcare paid itself \$10.8 million?</p> <p>24 MR. MERRETT: Same objection.</p> <p>25 THE WITNESS: So again, I don't know the</p>



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1 nuance of the agreement. If I felt -- let me put it this
 2 way. If I felt something improper was going on and I had
 3 firsthand knowledge of it, I would let a board know that,
 4 absolutely.
 5 BY MR. BURNS:
 6 Q. Okay. And if the board started to look into it
 7 you would have helped them look into it, wouldn't you
 8 have?
 9 MR. MERRETT: Form.
 10 **THE WITNESS: If I had committed to that it**
 11 **was improper -- I'm just speaking in generalities. If I**
 12 **had committed to that and they were receptive to it, yeah,**
 13 **I would have in any situation.**
 14 BY MR. BURNS:
 15 Q. I'm -- I'm trying to understand. If a board of
 16 directors just wanted to look into a \$10.8 million
 17 payment, not your opinion of about whether it's proper or
 18 not -- strike all that.
 19 If the board of directors started looking
 20 into the propriety of the \$10.8 million payment, you would
 21 provide them information about it, wouldn't you?
 22 **A. I probably would, yeah. Personally I would. If**
 23 **it was asked personally of me, if they would have reached**
 24 **out and said we need help with this, I would have provided**
 25 **them information, yes.**

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1 Q. And if they had asked for the invoices where it
 2 was paid, you would have provided those, right?
 3 **A. If they would have asked me personally for that,**
 4 **yes.**
 5 Q. What do you mean "personally"?
 6 **A. If a board member would have reached out and said**
 7 **we have a question about this, Tadd, can you help us with**
 8 **this, I would have a duty and responsibility to answer the**
 9 **questions and provide them whatever they needed.**
 10 Q. And what if they reached out to the finance
 11 department directly?
 12 **A. I'm talking about me directly.**
 13 Q. Let's say the board of directors reached out to
 14 the finance department and asked for invoices.
 15 **A. I don't think it's ever proper to withhold**
 16 **information from a board that they went for information**
 17 **that they request.**
 18 Q. And you wouldn't instruct the finance department
 19 to withhold requested invoices by a board member, would
 20 you?
 21 **A. No. I might want it done in a certain way or I**
 22 **might want -- I probably would want to relay -- want to**
 23 **know what the request was so I could relay the proper**
 24 **information, because sometimes people don't understand**
 25 **what's being asked of them.**

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1 **So I may have wanted to follow a certain**
 2 **process for that, which is reasonable and actually**
 3 **responsible and necessary, but I would have never withheld**
 4 **it as long as it was done appropriately and we received**
 5 **the request and the proper channels were followed and**
 6 **chain of command. Yeah, I would give them the**
 7 **information.**
 8 Q. When the finance department was asked by Ray Ann
 9 Terry for invoices, you told the finance department to not
 10 provide them, right?
 11 **A. No.**
 12 MR. MERRETT: Form and foundation.
 13 **THE WITNESS: No, I did not.**
 14 BY MR. BURNS:
 15 Q. You told the finance department to refer Ray Ann
 16 Terry to you, right?
 17 **A. That's following chain of command and that's**
 18 **ensuring the board gets information that they are asking**
 19 **for. So no, that's just -- that's a process thing.**
 20 Q. When you understood that the board member was
 21 looking for invoices, did you go ahead and send them over?
 22 **A. I don't recall what happened with that. I don't**
 23 **even recall what the invoices were for.**
 24 Q. What role did you have in approval of invoices
 25 generally at Razaghi Healthcare?

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1 **A. I didn't have a role in approving any of the**
 2 **invoices for company billing or any of those types of**
 3 **things.**
 4 **Now, I would handle invoices at the hospital**
 5 **to pay bills and sign off on things related directly to**
 6 **the hospital. That was my role.**
 7 Q. So like third-party vendors, a large invoice,
 8 would you be in the approval chain for that?
 9 **A. If it was like, I don't know, for supplies or**
 10 **furniture or medication or things like that, I would be**
 11 **involved in that. Operational things.**
 12 Q. What about the invoices of Razaghi Healthcare
 13 that were sent to Sage, did you approve those?
 14 **A. No.**
 15 Q. Not a single time?
 16 **A. I don't recall. I don't recall ever approving an**
 17 **invoice related to Razaghi billing to Sage.**
 18 Q. Was that outside the scope of your authority?
 19 **A. That wasn't -- I would say yes, but that wasn't**
 20 **our process.**
 21 Q. What was the process?
 22 **A. The process is I would operationally take care of**
 23 **those things for the short amount -- at Sage for the short**
 24 **amount of time I was there. But other than that, that was**
 25 **handled through finance.**



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1 Q. Who handled the approval of Razaghi Healthcare
 2 invoices to Sage?
 3 **A. I believe that the CFO did.**
 4 Q. That's Mr. Hasan in August 2018, correct?
 5 **A. I don't know about the dates. But yes, he was**
 6 **the CFO. Tausif Hasan was the CFO.**
 7 Q. I understand that you said you had no role in
 8 calculating the termination payment, but when did you
 9 become aware that a termination payment was being
 10 calculated?
 11 **A. I don't recall the date.**
 12 Q. It was sometime before the termination payment
 13 was made, right?
 14 **A. I don't -- I don't recall.**
 15 Q. If you look at Exhibit 24, I dropped it in the
 16 chat?
 17 **A. Okay, I have it open.**
 18 Q. Who's Thomas Matenaer?
 19 **A. He's the CFO that I hired to help clean up the**
 20 **finances at -- to help with developing the finance team, I**
 21 **should say, at Sage.**
 22 Q. Did you know Mr. Matenaer prior to hiring him in
 23 this role?
 24 **A. No.**
 25 Q. Why did you hire him?

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1 **A. We were looking for an onsite CFO and he had lots**
 2 **of good experience so we hired him.**
 3 Q. What did you think of his competence?
 4 **A. I think he was a competent CFO. He worked at**
 5 **Banner Health Care, which is a large company there in**
 6 **Arizona, and most of those guys do pretty well so I think**
 7 **I felt like he had good competence.**
 8 Q. Did he do a good job when he was working at Sage?
 9 **A. From my perspective I feel like he did, yes.**
 10 Q. Did you ever see him do anything dishonest?
 11 **A. No.**
 12 Q. I'm just trying to find out if you have any
 13 reason to doubt his integrity.
 14 **A. I don't. If I would have seen him doing**
 15 **something dishonest, I would have let him go.**
 16 Q. We see an email here in Exhibit 24 from
 17 Mr. Matenaer to Mr. Razaghi and Mr. Greenfield and
 18 Mr. Hasan. Do you see that there?
 19 **A. Yes.**
 20 Q. Why was Mr. Matenaer assembling Razaghi invoices
 21 from years previous?
 22 MR. MERRETT: Foundation.
 23 **THE WITNESS: I don't know.**
 24 BY MR. BURNS:
 25 Q. This is how the termination payment was

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1 calculated, right?
 2 MR. MERRETT: Foundation.
 3 **THE WITNESS: I don't know.**
 4 BY MR. BURNS:
 5 Q. Doesn't your affidavit address how the
 6 termination payment is calculated?
 7 **A. I don't know.**
 8 Q. When you got this e-mail, what did you think the
 9 purpose of it was?
 10 **A. I don't recall the email.**
 11 Q. Did you talk to Mr. Razaghi about calculating the
 12 termination payment in July of 2018?
 13 **A. I don't recall doing that.**
 14 Q. Did you talk to Mr. Hasan about calculating the
 15 termination payment in July of 2018?
 16 **A. I don't recall doing that.**
 17 Q. What role did you have in calculating the
 18 termination payment?
 19 **A. I had no role in calculating the termination**
 20 **payment.**
 21 Q. Did you help gather data that turned into the
 22 calculation?
 23 **A. No.**
 24 Q. Who did?
 25 MR. MERRETT: Foundation.

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1 **THE WITNESS: It was a corporate function.**
 2 BY MR. BURNS:
 3 Q. Is there a person that did it that you know
 4 about?
 5 **A. I believe that the CFO did it.**
 6 Q. At this time of this email, Exhibit 24, that's
 7 Mr. Hasan, right?
 8 **A. Yes.**
 9 Q. Let's look at Exhibit 30. I dropped it into the
 10 chat. Let me know when you have Exhibit 30 open.
 11 **A. I have it.**
 12 Q. We are looking at page Bates number ending in
 13 767. Do you see that there?
 14 **A. Yes.**
 15 Q. Who used the email account
 16 Acc@razaghihealthcare.com?
 17 **A. It's the accounting email address, I believe.**
 18 Q. Who had control of it to send emails?
 19 **A. I don't recall for sure.**
 20 Q. We see an August 28, 2018, email, 4:49 p.m. Do
 21 you see that there?
 22 MR. MERRETT: Form.
 23 **THE WITNESS: I see that email, yes.**
 24 BY MR. BURNS:
 25 Q. I might have gotten the date wrong. It's



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1 August 27th.
 2 That's your email there in the "cc" line,
 3 right?
 4 **A. Yes.**
 5 Q. What did you think when you saw an invoice for
 6 \$10.8 million?
 7 **A. I thought that's a lot of money.**
 8 Q. A large payment for a hospital the size of Sage,
 9 right?
 10 **A. Yeah. It's large for any hospital.**
 11 Q. Sage is a particularly small hospital in 2018,
 12 isn't it?
 13 **A. It's a critical access hospital. Twenty-five**
 14 **beds.**
 15 Q. Other hospitals you had worked for in rural
 16 areas, how many beds did they have?
 17 **A. All critical access hospitals have 25 beds or**
 18 **less.**
 19 Q. But you had worked in hospitals with many more
 20 beds than that, right?
 21 **A. Yes.**
 22 Q. What did you do when you saw this large invoice?
 23 **A. I didn't do anything.**
 24 Q. Did you know this invoice was coming?
 25 **A. No.**

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1 Q. Had you talked to anyone at all about a number
 2 around \$10.8 million?
 3 **A. No.**
 4 Q. So this invoice was a complete surprise to you?
 5 **A. I mean, I understood that there was a termination**
 6 **amount in the contract. I didn't know how it was**
 7 **calculated. But I mean, again, I have no reason to doubt**
 8 **the accuracy of this invoice.**
 9 Q. Had the contract been terminated on August 27,
 10 2018?
 11 **A. I don't know.**
 12 Q. You didn't know anything about it being
 13 terminated on August 27, 2018, right?
 14 **A. No.**
 15 Q. Did you ask anyone why a large payment was being
 16 made when the contract hadn't even been terminated yet?
 17 **A. I didn't.**
 18 Q. Did you tell the board of directors this was
 19 happening?
 20 **A. No. Board of directors wouldn't talk to me.**
 21 Q. You had their emails, though, right?
 22 **A. Yeah. I could have access to them, yes.**
 23 Q. I guess what I'm asking is, on August 27, 2018,
 24 you had no idea one way or the other whether or not this
 25 money was owed, right?

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1 **A. No.**
 2 Q. Did it concern you that a management company was
 3 presenting a \$10.8 million invoice and you had no idea
 4 whether or not it was justified?
 5 **A. Again, I had no reason to believe that it wasn't.**
 6 **I feel that there was an amount in there, you know, that**
 7 **would kick in if the contract was terminated so I had no**
 8 **reason to -- I wasn't privy to, you know, conversations**
 9 **with the board of directors or any of those types of**
 10 **things so I would have no reason other than the general**
 11 **knowledge there was -- if the contract was terminated**
 12 **there was a payment. I had no reason to believe that this**
 13 **wasn't an accurate amount.**
 14 Q. Did you eventually learn who directed that this
 15 invoice be sent?
 16 **A. I'm sorry, would you say that again, please?**
 17 Q. Did you eventually learn who directed that this
 18 invoice be sent?
 19 **A. Yes.**
 20 Q. Who directed?
 21 **A. Mr. Razaghi.**
 22 Q. You understood around August 27, 2018, that the
 23 \$10.8 million was paid that same day, right?
 24 MR. MERRETT: Foundation.
 25 **THE WITNESS: No.**

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1 BY MR. BURNS:
 2 Q. When did you find out the \$10.8 million had been
 3 paid on August 27th? When did you find that out?
 4 **A. August 27? Just now.**
 5 Q. You did not know until today that the payment was
 6 actually made on August 27th?
 7 **A. I never -- I never asked.**
 8 Q. That's interesting.
 9 **A. I just don't recall the date, and I'm looking at**
 10 **this email and I am trying to recall it. I just don't**
 11 **recall. I just don't recall that invoice.**
 12 Q. Let's go back to August 2018. You knew at some
 13 point after this invoice, the \$10.8 million-plus, gets
 14 paid, right?
 15 **A. Yeah.**
 16 Q. But you didn't know the date on which it
 17 occurred?
 18 **A. No.**
 19 Q. And you didn't know that it was -- you didn't
 20 know that the payment was made on August 27th until today?
 21 **A. I don't recall knowing when that was paid until**
 22 **I'm seeing this invoice today.**
 23 Q. Okay. Let's look at Exhibit 53. I put it up in
 24 the chat.
 25 **A. I have it open.**



<p style="text-align: right;">Page 146</p> <p>1 Q. This document is from earlier depositions. You 2 see in the report totals there's a reference to 3 \$10,855,000 and some change. Do you see that there? 4 A. Yes, I see that. 5 Q. Do you see -- this is -- it's on the right column 6 towards the top of the page. So under ACH Detail Report, 7 the top of the column says Frequency, One Time Only. Do 8 you see that there? It's on the right column. 9 A. I'm looking for it. 10 Q. It's a lot of data on the page. If you look at 11 the top block of texts in the right column, it will say 12 Frequency, One Time Only? 13 A. I see it. 14 Q. If you go down from there it says Create Date, 15 Effective Date, Scheduled Send Date. Do you see that 16 there? 17 A. Yep, I see that. 18 Q. Are you familiar with ACH payments from your 19 profession? 20 A. Yes. 21 Q. You have sent and received ACH payments before as 22 a part of your job? 23 A. Of course. 24 Q. Do you understand now that this \$10.8 million was 25 sent to whoever got it on August 27, 2018?</p>	<p style="text-align: right;">Page 148</p> <p>1 Q. And Mr. Razaghi told you that's what it was? 2 A. Yes. 3 Q. Did he say why it was justified in taking it? 4 A. It was in the contract. It was the termination 5 payment. It was spelled out in their contract. 6 Q. Did he tell you it had been properly calculated? 7 A. He didn't tell me how it was calculated. We 8 didn't talk about calculations. 9 MR. BURNS: Let's take a five-minute break. 10 I need to reorganize some exhibits. I should have an 11 hour-ish left when we come back. We will go off the 12 record. 13 THE VIDEOGRAPHER: We are going off the 14 record. The time is 2:58 p.m. 15 (Recess taken 3:58 p.m. - 4:05 p.m. 16 Mountain Daylight Time) 17 THE VIDEOGRAPHER: We are going on the 18 record. The time is 3:05 p.m. 19 BY MR. BURNS: 20 Q. I have shared what will be Exhibit 85. It's tab 21 506. It's large so it could take a minute to load. 22 A. Okay, I have it open. 23 Q. I'm looking at a document titled Meeting With 24 Chairperson, Bates number ending in 6776. Do you see that 25 there?</p>
<p style="text-align: right;">Page 147</p> <p>1 A. I do understand that. 2 Q. Then sort of in the center block of text, it is 3 the widest row, it says Beneficiary Name on the left. Do 4 you see it there? 5 A. Yes. 6 Q. The beneficiary name is listed as Razaghi 7 Healthcare. And as you go right in the row, there's some 8 account numbers, and then you can see the 10,855,000-plus 9 goes there. Do you see that there? 10 A. Yes. 11 Q. I want to be absolutely clear, because it's going 12 to matter, you didn't know that this had been sent 13 actually on August 27th? 14 A. I don't recall, no. 15 Q. So in the days that followed August 27th, do you 16 have any recollection of your understanding of whether or 17 not the payment had been sent? 18 What I mean is this. When did you first 19 become aware that the payment had actually been sent? 20 A. I don't recall that. I don't recall the exact 21 date. 22 Q. Did you ever talk to Ahmad Razaghi about why this 23 \$10.8 million had been paid? 24 A. My knowledge of this was that it was a 25 termination payment. Contract --</p>	<p style="text-align: right;">Page 149</p> <p>1 A. Yes. 2 Q. There's a list of names and some signatures. The 3 third is Tadd Greenfield and then there's a signature. Is 4 that your signature? 5 A. Yes. 6 Q. Did you attend this meeting with the chairperson? 7 A. Yes. It says P for present. 8 Q. I'm trying to get a sense of how this worked. I 9 seen that Mr. Wauneka attends via teleconference on the 10 top line. 11 Is that your recollection of how this 12 meeting went? 13 A. I don't recall the meeting. 14 Q. You don't recall meeting with Mr. Wauneka? 15 A. I don't. 16 Q. Let's go down to the agenda which is on the 17 second page. There's sort of a list of things that's an 18 agenda. It's -- one of the items under Section ii(b) is 19 to review Razaghi Healthcare severance invoice 1369, 20 \$10.8 million. 21 Do you see that there? 22 A. Yes, I do. 23 Q. Do you recall having a discussion and a meeting 24 about the \$10.8 million invoice, right? 25 A. No, I don't. I don't recall this meeting at all.</p>



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1 Q. How many times did you meet with a member of the
 2 board of directors at Sage?
 3 **A. I don't know. I know I went to two, maybe three**
 4 **board meetings.**
 5 Q. Did you ever have a telephone call with any
 6 member of the board of directors of Sage?
 7 **A. Not that I recall.**
 8 Q. Do you think you were present at this meeting?
 9 **A. I would have to say I definitely was because of**
 10 **the attendance roster. This was six years ago. I have**
 11 **had two jobs since then. I'm sorry, I don't recall the**
 12 **meeting.**
 13 Q. How many \$10.8 million payments have you been
 14 around that were disputed?
 15 **A. I work with hundreds of millions of dollars.**
 16 Q. That were disputed.
 17 **A. None. But again, this is just -- no. You have**
 18 **been in this, you have been looking at the evidence and**
 19 **all these things. I haven't given this a second thought**
 20 **until I got involved in this.**
 21 **Really, I mean it's six years ago, two jobs.**
 22 **I have lots of other things that I have been working on**
 23 **and doing. And asking me if I recall a meeting from**
 24 **August 30, 2018, at 4:00 p.m., no, I'm sorry, I don't.**
 25 Q. Let's talk about what we do now. On August 30th,

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1 did you know whether or not the \$10.8 million had been
 2 paid?
 3 **A. I don't recall.**
 4 Q. Earlier you told me you just found out about it
 5 that it was paid on August 27th. So when the 30th rolls
 6 around, did you find out the payment had been made just a
 7 few days after?
 8 **A. I don't -- I don't recall. I don't recall the**
 9 **meeting. I don't recall any date specific to the invoice**
 10 **1369 or whatever it is. I just don't recall.**
 11 Q. I want to turn you to Bates number ending in 786
 12 at the bottom right. It's maybe 11 pages down.
 13 **A. In that same document?**
 14 Q. Yeah.
 15 **A. Okay. Where do you want me to be?**
 16 Q. It's the number ending in 786.
 17 **A. Okay. I'm there.**
 18 Q. At the bottom of the page there's an email from
 19 Nicole Hardy to Tadd Greenfield. Do you see that there?
 20 **A. Yes.**
 21 Q. Do you have any recollection of who Nicole Hardy
 22 is?
 23 **A. I don't.**
 24 Q. She wrote: "Good afternoon, Tadd. I received a
 25 call" --

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1 THE VIDEOGRAPHER: Excuse me, Counsel. I
 2 apologize. I just lost my connection for about, I don't
 3 know, two minutes.
 4 MR. BURNS: Let us know when you are
 5 recording again. We will just have to deal with it.
 6 THE VIDEOGRAPHER: I actually am recording
 7 again but my point being is that I just missed about two
 8 minutes of the testimony.
 9 MR. BURNS: Yeah. It happens. Thank you
 10 for letting us know. It looked like Wilma was on the
 11 whole time so we will just have the transcript of that.
 12 THE VIDEOGRAPHER: I'm not sure exactly what
 13 happened either because it wasn't like I had to log back
 14 in. It just went away and came back on its own. Anyway,
 15 I apologize.
 16 MR. BURNS: Thank you for letting us know.
 17 BY MR. BURNS:
 18 Q. So we are back at the email at the bottom of the
 19 Bates number ending in 786. "I received a call from board
 20 member Ms. Ray Ann Terry. She requested for me to send
 21 her the last three months of invoices for Razaghi
 22 Healthcare."
 23 You knew on August 29th that there was a
 24 \$10.8 million invoice out there, right?
 25 **A. I don't recall the date. I think I have stated**

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1 **that many, many times. I don't know exactly when I**
 2 **learned that there was a -- what the date was for the**
 3 **invoice.**
 4 Q. You received that email on August 27th with the
 5 \$10.8 million invoice, though?
 6 **A. Uh-huh.**
 7 Q. And it was notably a large amount, right?
 8 **A. That I don't recall. In a meeting that I don't**
 9 **recall, yes.**
 10 Q. I'm not talking about the meeting. I am talking
 11 about when you received the invoice. It was August 27th,
 12 wasn't it?
 13 **A. I don't know. I am getting confused with the**
 14 **dates and the times and all these things.**
 15 Q. Let's look back at Exhibit 30 which is just in
 16 the chat box here I believe three up from the bottom.
 17 **A. Is that in tab 506?**
 18 Q. It is not. It starts with Razaghi A Exhibit 30.
 19 I sent it at 2:46 p.m.
 20 **A. I deleted all those. Could you resend it?**
 21 Q. No problem. Exhibit 30 has been re-sent. Let me
 22 know when you have it open.
 23 **A. Okay, I have it open.**
 24 Q. I'm just trying to establish that you at your
 25 email received invoice 1369 of 10.8-plus million dollars



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1 on August 27th in the afternoon, right?

2 MR. MERRETT: Asked and answered.

3 **THE WITNESS: Yes, I received that email.**

4 BY MR. BURNS:

5 Q. On August 27th, right?

6 **A. That's what it says in the "sent" line.**

7 Q. Let's go back to Exhibit 85, which is tab 506 in

8 the Zoom chat here, and we're on Page Bates number ending

9 786.

10 **A. Okay.**

11 Q. At the bottom of that page there's an email from

12 Nicole Hardy on August 29th. On August 29th a

13 \$10.8 million invoice is sitting in your inbox, right?

14 MR. MERRETT: Form.

15 BY MR. BURNS:

16 Q. You could just forward that to whoever you want,

17 right?

18 MR. MERRETT: Form.

19 **THE WITNESS: No.**

20 BY MR. BURNS:

21 Q. What prevents you from sending that to Ms. Ray

22 Ann Terry?

23 **A. I would need to get approval before doing that as**

24 **well.**

25 Q. From who?

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1 **A. From Mr. Razaghi.**

2 Q. Did you seek that approval?

3 **A. I don't recall.**

4 Q. You knew he didn't want you sharing it, right?

5 MR. MERRETT: Form.

6 **THE WITNESS: I don't want to speculate on**

7 **that at what time. I don't know.**

8 BY MR. BURNS:

9 Q. So on August 29th you get this e-mail from Nicole

10 Hardy where Ms. Ray Ann Terry -- is she a member of the

11 board of directors?

12 **A. Yes, I believe so.**

13 Q. Ms. Ray Ann Terry is seeking the last three

14 months of invoices for Razaghi Health Care.

15 When you received this email, you know that

16 it does get send -- Ms. Ray Ann Terry is going to see that

17 \$10.8 million has been invoiced, right?

18 **A. Of course.**

19 Q. Do you have any understanding of how long ACH

20 payments can be reversed?

21 **A. No.**

22 Q. Do you have some concept that ACH payments can be

23 reversed sometimes for some amount of time?

24 MR. MERRETT: Foundation.

25 **THE WITNESS: I'm not an accountant or a**

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1 **banker. No, I don't.**

2 BY MR. BURNS:

3 Q. If we move up one email, we are still on the

4 Bates number 786, we look at the top email on that page

5 and it's an email from Tadd Greenfield to Nicole Hardy.

6 It appears to be eight minutes later at 3:20 p.m.

7 Do you see that there?

8 **A. Yes.**

9 Q. Your response is: Such requests as these need to

10 go through me. Please ask her to reach out to me for any

11 and all requests including this one. When that occurs, I

12 will get the invoice from you and send them to her myself.

13 That is the proper procedure.

14 Do you see that there?

15 **A. I do.**

16 Q. Did you forward the invoices to Ray Ann Terry

17 when you knew she wanted them?

18 **A. She did not reach out to me as I recall.**

19 Q. You were going to make her ask again. Is that

20 right?

21 **A. I strictly follow process and procedure and she**

22 **didn't -- I don't recall her reaching out to me. Had she**

23 **reached out to me, for sure I would have, to get a better**

24 **understanding of what she wanted.**

25 Q. Were you unclear that she wanted the last three

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1 months of invoices from Razaghi Healthcare?

2 **A. We're following a process and procedure. We**

3 **don't do thing things willy-nilly in health care because**

4 **there's a lot of quality and safety and money involved.**

5 **So I believe it was very clear. Please ask**

6 **her to reach out to me and I will give her the**

7 **information. That's the proper procedure.**

8 Q. What does this do for anyone except slow down Ray

9 Ann Terry?

10 **A. I can't speculate on that. We follow a process**

11 **and a procedure for a reason. We follow processes and**

12 **procedures.**

13 **I know you want to think this is some**

14 **glorious piece of great information, but at the end of the**

15 **day I asked her to reach out and I will provide the**

16 **information. That's it. That simple.**

17 Q. At the end of the day this kept the board in the

18 dark, didn't it?

19 MR. MERRETT: Foundation.

20 **THE WITNESS: I don't -- I don't know if it**

21 **did or not. That was not the intention. The intention is**

22 **to follow established process. That way the board gets**

23 **exactly what they need.**

24 BY MR. BURNS:

25 Q. Why didn't you just send the invoices when you



<p style="text-align: right;">Page 158</p> <p>1 knew she wanted them?</p> <p>2 A. Well, I think if you refer back to my email,</p> <p>3 please ask her to reach out to me and I will provide the</p> <p>4 information.</p> <p>5 Q. We will mark Exhibit 86. It's going to take a</p> <p>6 minute to load. Exhibit 86 is now in the chat and it's</p> <p>7 tab 509.</p> <p>8 A. I have it open.</p> <p>9 Q. Looking at the top page of Exhibit 86, the Bates</p> <p>10 number ends in 9416. Do you see that there?</p> <p>11 A. Yes.</p> <p>12 Q. This is an email from Ahmad Razaghi on</p> <p>13 September 1, 2018, at 4:49 a.m. Do you see that there?</p> <p>14 A. Yes.</p> <p>15 Q. There is a large list of people that received</p> <p>16 this, but sort of at the bottom right there is a list of</p> <p>17 Tadd Greenfield. Do you see that there?</p> <p>18 A. Yes.</p> <p>19 Q. The text of the email says, "please find attached</p> <p>20 the August 30th Chair, Management meeting." Do you see</p> <p>21 that there?</p> <p>22 A. Yes.</p> <p>23 Q. I'm trying to determine if anything will refresh</p> <p>24 your recollection about this meeting that your signature</p> <p>25 appears on the attendance sheet.</p>	<p style="text-align: right;">Page 160</p> <p>1 talking to anyone about those topics at all?</p> <p>2 A. I don't recall.</p> <p>3 Q. So I'm now talking about the totality of</p> <p>4 Section 1 that starts on Page 1 and goes on to Page 2.</p> <p>5 You have no reason to believe the minutes reflected here</p> <p>6 are inaccurate, do you?</p> <p>7 A. I don't.</p> <p>8 Q. It's really going to be the same set of questions</p> <p>9 for Section 2. If you could review it. It runs from</p> <p>10 Page 2 to Page 3, with three paragraphs on each page.</p> <p>11 A. I don't have recollection of this meeting.</p> <p>12 Q. What about the topics that are attributed to</p> <p>13 Mr. Razaghi? Have you ever heard him talk about why the</p> <p>14 termination payment was made?</p> <p>15 A. The only thing that I recollect about that is</p> <p>16 that one of the board members, and I'm not sure who, who</p> <p>17 told Mr. Razaghi that the board had met and terminated the</p> <p>18 contract. I don't know who that was, I don't know when</p> <p>19 the date was, but I do remember hearing that in a</p> <p>20 conversation.</p> <p>21 Q. I'm looking at the fifth page of the exhibit.</p> <p>22 Let's just be exact. It's the Bates number ending in</p> <p>23 9420. Let me know when you're on that page.</p> <p>24 A. Okay, I'm there.</p> <p>25 Q. In the second paragraph it starts: "Mr. Razaghi</p>
<p style="text-align: right;">Page 159</p> <p>1 Go down to the third page, and the Bates</p> <p>2 number ends in 9418.</p> <p>3 A. I'm there.</p> <p>4 Q. This document is entitled Minutes, and then the</p> <p>5 meeting beginning at 4:05 p.m. Present at the meeting:</p> <p>6 Board members, there's a single board member listed. And</p> <p>7 executive leadership includes your name there.</p> <p>8 So I just want to give you a minute to look</p> <p>9 at this. It has minutes of an over 30-minute meeting and</p> <p>10 I'm trying to see if it refreshes your recollection about</p> <p>11 this meeting at all.</p> <p>12 A. I don't recall the meeting.</p> <p>13 Q. Okay. Let's look at the discussion attributed to</p> <p>14 Mr. Razaghi on the first page of 4 under Paragraph 1.</p> <p>15 There is a paragraph talking about a memorandum that</p> <p>16 includes a number of discussions about the board's</p> <p>17 activities.</p> <p>18 Did you ever hear Mr. Razaghi talk about</p> <p>19 such topics with anyone?</p> <p>20 A. I don't recall.</p> <p>21 Q. Moving on to the second page, there are four</p> <p>22 paragraphs starting at the top of the page and working</p> <p>23 down to Section 2. If you can take a minute to review</p> <p>24 those.</p> <p>25 Do you have any recollection of Mr. Razaghi</p>	<p style="text-align: right;">Page 161</p> <p>1 stated that RH is giving courtesy notice to the chair</p> <p>2 today that RH will be providing written notice to</p> <p>3 terminate the contract." Do you see that there?</p> <p>4 A. I do.</p> <p>5 Q. Do you have any recollection of Mr. Razaghi ever</p> <p>6 saying anything like that?</p> <p>7 A. I don't.</p> <p>8 Q. We talked about earlier how these minutes were</p> <p>9 attached to an email you received. If you had received an</p> <p>10 email with inaccurate minutes, what would you have done?</p> <p>11 A. If I knew for certain they were inaccurate? We</p> <p>12 have somebody in there always typing these minutes up, so</p> <p>13 if I am in the meeting I don't review the minutes so --</p> <p>14 Q. If you had seen inaccurate minutes, what would</p> <p>15 you have done?</p> <p>16 A. I would have noted and tried to correct it.</p> <p>17 Q. Okay.</p> <p>18 A. I never read the minutes of the meetings that I'm</p> <p>19 in because I'm in the meeting.</p> <p>20 Q. I'm looking at the second sentence of the same</p> <p>21 paragraph we were just looking at. "The payment will be</p> <p>22 contemporaneous with the notice."</p> <p>23 Do you ever -- did you ever hear Mr. Razaghi</p> <p>24 say anything like that?</p> <p>25 A. No. The only thing I ever heard about that --</p>



<p style="text-align: right;">Page 162</p> <p>1 anything in that regard would be that in the contract it 2 was immediately -- the termination, it was immediately 3 payable. 4 Q. You did hear that from Mr. Razaghi? 5 A. I heard that, yes. 6 Q. In this first sentence of the minutes, is it a 7 surprise to you to find out that somebody is logging 8 Mr. Razaghi's words to say that Razaghi Healthcare would 9 be terminated in the contract? 10 A. Yeah, I don't -- I just don't recall. I just 11 don't recall this stuff. 12 Q. Okay. It's the same set of questions with 13 Section 3. If you can review it and let me know if it 14 refreshes your recollection about conversations. If you 15 could review Section 3 and let me know if it refreshes 16 your recollections about statements made by Mr. Razaghi. 17 A. The only thing I recall from this is that Ahmad, 18 Mr. Razaghi, had told me that his brother was suing him. 19 I don't know the context around that, or I have no 20 knowledge of his indemnification or insurance coverage. 21 Q. We will mark Exhibit 87. It's tab 503 which is 22 in the chat box. 23 A. I'm there. 24 Q. I'm looking at a document titled Affidavit of 25 Tadd Greenfield. Bates number at the bottom right is 643.</p>	<p style="text-align: right;">Page 164</p> <p>1 Q. That's Razaghi Healthcare? 2 A. Yes. 3 Q. And Mr. Razaghi himself was involved in the 4 preparation of this document, right? 5 MR. MERRETT: Foundation. 6 THE WITNESS: I'm actually not certain who 7 made it up, who prepared it. 8 BY MR. BURNS: 9 Q. Moving to the second sentence of Section 3, it's 10 referenced that something is at the end of the sentence a 11 true and correct copy of the contract. 12 You don't know what a true and correct copy 13 of the contract is, right? 14 A. No, but I would have no reason to believe that 15 this document was inaccurate and truthful. 16 Q. Do you know there's allegations that signature 17 pages have been switched on documents? 18 A. No, I don't know that. 19 Q. So you don't know what is a true and correct copy 20 or not with regard to which signature page is correct, do 21 you? 22 A. No. 23 Q. Do you think that should have been explained to 24 you when you signed this? 25 A. I think so.</p>
<p style="text-align: right;">Page 163</p> <p>1 Do you see that there? 2 A. Yes. 3 Q. It starts in Section 1: "I am over 21 years of 4 age. I have personal knowledge of the facts stated 5 herein." 6 But then the next number of paragraphs 1-5 7 talk about things -- and I'm starting at Paragraph 1 -- 8 happened in 2017 and '18, 2016 and '17, 2016 and '18, and 9 then 2017. 10 Were you in any way affiliated with Razaghi 11 Healthcare in 2016? 12 A. No. 13 Q. What about in 2017? 14 A. No. 15 Q. Maybe starting December 29, 2017, you started? 16 A. Yeah, December 2017/January 2018. 17 Q. Looking at Paragraph 3 it says: On June 16, 18 2017, Razaghi Healthcare and Navajo Sage executed 19 Amendment No. 2 effective as of July 6, 2016. 20 You had no personal knowledge of what was 21 executed in July, did you? 22 A. No. This was documents prepared for me. 23 Q. We talked about that earlier. But who prepared 24 this document for you? 25 A. I believe the company did.</p>	<p style="text-align: right;">Page 165</p> <p>1 Q. Let's turn to the second page of Exhibit 87, 2 Bates number ending in 644. Let me know when you're 3 there. Are you there? 4 A. Yes. Second page. 5 Q. Section 7 in the second paragraph -- the first 6 paragraph talks about Christi being reassigned to other 7 corporate assignment and I was assigned as administrator 8 of Navajo Sage. We talked a lot about that. 9 The second sentence says the planning for 10 this transition had been taking place for many months 11 Christi had been involved in the meetings and discussions 12 regarding the reassignment and transition. 13 Did you know that the transition was going 14 to take place for months? 15 A. No. 16 Q. I'm going to start Paragraph 11 on Bates number 17 ending 645. Earlier we talked about a contract and 18 whether or not you reviewed it. Now I'm looking at 19 Section 11 of your affidavit and it has extensive 20 discussion about what the contract says. 21 Was this testimony of yours suggested to you 22 or did you actually know that it said that? 23 A. This document was prepared for me. Again, when 24 your company -- I sign lots of stuff like audits and 25 things like that. When those are presented, I have no</p>



<p style="text-align: right;">Page 166</p> <p>1 reason to believe that they wouldn't be accurate and 2 precise. 3 Q. I think the point I'm asking is for Paragraphs 11 4 and 12 you are just not comfortable with the subject 5 matter to testify what is correct or not? 6 A. No. 7 Q. Okay. Same for Paragraph 13 on the next page. 8 Bates number ending 646. There's a date of August 7, 9 2018, and then a discussion, the termination payments 10 estimate. 11 Did you know that was going on on 12 August 7th? 13 A. Again, I don't recall the exact dates. 14 Q. But you weren't involved in the termination 15 payment, right? 16 A. Right. 17 Q. You weren't involved with the estimation of the 18 termination payment, right? 19 A. No. 20 Q. So Exhibit 1 says is a true and correct copy of 21 said estimate. Do you know that one way or the other? 22 A. No. But again, if your company prepares 23 something for you, there's no reason to believe that it 24 wouldn't be true. 25 There's got to be some trust with the</p>	<p style="text-align: right;">Page 168</p> <p>1 of the contract? Do you have any personal knowledge of 2 about what the board did or didn't do? 3 A. I do not. 4 Q. Do you have any personal knowledge about whether 5 Razaghi Healthcare was the party that actually terminated 6 the contract? 7 A. I don't know. I don't know the sequence of 8 events that led up to all this stuff, who did what, when, 9 you know, who was first, who was second. I just don't 10 recall those dates and the timeline. 11 Q. Okay. Exhibit 88 will be tab 512. It's in the 12 chat. 13 A. I'm there. 14 Q. Exhibit 88 is an email Bates number ending in 15 635. It's sent from Abigail Paul. Who is Abigail Paul? 16 A. She was one of our project managers. 17 Q. She worked closely with Mr. Razaghi, right? 18 A. Yes. 19 Q. Sent September 27, 2018, at 11:34 p.m. Do you 20 see that there? 21 A. Yes. 22 Q. And then there should be Mr. Razaghi. Do you see 23 that there? 24 A. Yes. 25 Q. Subject says Confidential - Todd Affidavit Notes.</p>
<p style="text-align: right;">Page 167</p> <p>1 company that you work with and so I have no reason to 2 believe this to be inaccurate or untrue. 3 Q. And you were trusting that here with regard to 4 Section 13, right? 5 A. Absolutely. 6 Q. And again, you don't know anything in there is 7 correct from your own personal knowledge, right? 8 A. No. 9 Q. Same question for Paragraph 14. Is this 10 something that you personally know? 11 A. No. 12 Q. I want to go ahead and look at Exhibit 2 to this 13 document. The document has exhibits attached to it. I'll 14 get you the Bates number. We will look at that another 15 way actually. I don't want to have to do it twice. 16 At Paragraph 15, there is a discussion of 17 invoice 1369, the \$10.8 million-plus invoice. Do you see 18 that there? 19 A. Yes. 20 Q. How or when that invoice was approved is 21 addressed in the last sentence of Paragraph 15. Do you 22 know that one way or the other from your personal 23 knowledge? 24 A. No. 25 Q. How about Paragraph 16 about apparent termination</p>	<p style="text-align: right;">Page 169</p> <p>1 Do people frequently call you Todd? 2 A. No. 3 Q. Does it happen occasionally? 4 A. Occasionally. 5 Q. I mean, I did earlier today. But I guess looking 6 at this, what do you understand -- when you were looking 7 at this email in September 2018, what did you understand 8 it to be? 9 A. Honestly, again, I don't recall this. It just 10 looks like a narrative of Razaghi Healthcare's 11 relationship with Sage. 12 Q. The reference to Todd's affidavit. Mr. Razaghi 13 and Ms. Paul helped write the affidavit, didn't they? 14 MR. MERRETT: Foundation. 15 THE WITNESS: I'm not certain who did. 16 BY MR. BURNS: 17 Q. And we will mark Exhibit 89. It will be tab 513 18 in the chat. 19 A. Okay. 20 Q. Did you receive this email? 21 A. From Abigail, it appears that I did, yes. 22 Q. So I'm looking at Exhibit 89 which is tab 513 23 Bates number ending in 630. Do you see that there? 24 A. Yes. 25 Q. It's an email from Mr. Razaghi. Do you see that</p>



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1 there?

2 **A. Yes.**

3 Q. To Abigail Paul and you. Do you see that there?

4 **A. Uh-huh.**

5 Q. It has an attachment that says Todd.docx. Do you

6 see that there?

7 **A. Uh-huh. Yes.**

8 Q. If we scroll down, attached to this email

9 starting at Bates number 633, there is an attachment. I

10 guess the question is, do you recall Mr. Razaghi

11 participating in the drafting of your affidavit?

12 **A. No. I'm not sure this is my -- this is mine. Or**

13 **has anything to do with me, honestly. This is -- this**

14 **looks like -- this isn't mine. This looks like it's Todd**

15 **McGee's.**

16 Q. Are you involved in drafting Mr. McGee's

17 affidavit?

18 **A. No.**

19 Q. Why were you being copied on that?

20 MR. MERRETT: Foundation.

21 **THE WITNESS: I don't know.**

22 BY MR. BURNS:

23 Q. We will mark Exhibit 90. It will be tab 527.

24 **A. Okay, I'm there.**

25 Q. The top page has an email it's Bates number

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1 ending in 4284. It's an email from you to several people

2 including members of the board of directors. Do you see

3 that there?

4 **A. Yes.**

5 Q. Did you send this e-mail?

6 **A. It appears that I did, yes.**

7 Q. Why didn't you mention the \$10.8 million invoice

8 in this communication with the board of directors?

9 **A. Because I told you on several occasions I don't**

10 **recall the date when I knew all this stuff was going on**

11 **and I think -- well, this was just an introductory email**

12 **from me to the board of directors.**

13 Q. Do you think you didn't know about the

14 \$10.8 million invoice on the 28th of August?

15 **A. I don't think I did.**

16 Q. If you had known about it, you would have told

17 the board of directors about it, right?

18 **A. I think it would have been a different email.**

19 Q. But you would have sent that, right?

20 **A. If I would have thought that it was inappropriate**

21 **or unethical, I would have mentioned something of course.**

22 **I would have wanted to talk to them about it in person.**

23 Q. You weren't in Ganado in late August, 2018, were

24 you?

25 **A. I can't recall the last time I was in Ganado, the**

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1 **date.**

2 Q. So if you weren't in Ganado, how would you have

3 communicated with the board of directors if you wanted to

4 tell them something?

5 **A. I think I would have reached out to them and**

6 **asked for a meeting if I thought something inappropriate**

7 **was going on.**

8 **This is not something -- if I felt that**

9 **something was bad or nefarious or unethical going on, I**

10 **would have requested a meeting and talked to them about**

11 **it. You can't -- that's not something you would discuss**

12 **over email or even a phone call.**

13 Q. But for the subject meeting you would have

14 emailed them the subject invoice, right?

15 **A. I don't know what I would have done. If I**

16 **thought -- again, if I thought something was going on, I**

17 **would have let them know.**

18 Q. What's your relationship with Stenson Wauneka?

19 **A. With who?**

20 Q. Stenson Wauneka.

21 **A. I have no relationship with him.**

22 Q. I am going to mark 91 as tab I in the chat.

23 **A. I have it open.**

24 Q. I just really need to confirm that you sent this

25 email.

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1 **A. I don't recall the email but it states clearly**

2 **that I did.**

3 Q. Do you have any reason to believe you didn't send

4 this email?

5 **A. No.**

6 MR. BURNS: Let's go off the record for five

7 minutes.

8 THE VIDEOGRAPHER: We are going off the

9 record. The time is 3:56 p.m.

10 (Recess taken 4:56 p.m. - 5:08 p.m.

11 Mountain Daylight time)

12 THE VIDEOGRAPHER: We are back on the

13 record. The time is 4:08 p.m.

14 BY MR. BURNS:

15 Q. Back on the record. I'm going to mark -- I am

16 going to provide Exhibit 56. It's in the chat. The Bates

17 number on the exhibit ends in 4968.

18 Let me know when you have it,

19 Mr. Greenfield.

20 **A. Is it the one titled Hasan 0/5/07/24?**

21 Q. Yes. Although that title is somewhat arbitrary,

22 just understand that.

23 **A. Okay.**

24 Q. When you are looking at a letter with a Bates

25 number ending in 4968 at the bottom right, let me know.



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1 **A. I have it up.**
 2 Q. Looking at the third page of this, the last page,
 3 Page 4970, is that your signature?
 4 **A. Yes.**
 5 Q. Going back to the top, the question is did you
 6 send this letter?
 7 **A. I am up there.**
 8 MR. MERRETT: I'm sorry, is there a question
 9 pending?
 10 BY MR. BURNS:
 11 Q. Yeah. Did you send this letter?
 12 **A. I'm sorry, I didn't hear you ask that.**
 13 Q. That's okay. Did you send this letter?
 14 **A. Yes.**
 15 Q. Okay. Who supplied the information that went
 16 into this letter?
 17 **A. The company.**
 18 Q. Mr. Razaghi was involved in crafting this letter?
 19 **A. Yes.**
 20 MR. MERRETT: Foundation.
 21 BY MR. BURNS:
 22 Q. I want to look at the third paragraph. "As
 23 background, prior to our termination, there was a
 24 scheduled finance meeting on Tuesday, September 3rd, with
 25 Sage's CFO, controller, and accounting clerk to ensure

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1 that invoice 1369 does not contain any clerical errors.
 2 That meeting never happened because we were fired within a
 3 transition period." Do you see that there?
 4 **A. Yes, I see that.**
 5 Q. Shouldn't invoice 1369 have been checked for
 6 clerical errors before it was paid?
 7 MR. MERRETT: Form and foundation.
 8 **THE WITNESS: I don't know what process they**
 9 **used to determine the accuracy of the document.**
 10 BY MR. BURNS:
 11 Q. Why are you in this letter blaming Sage for not
 12 checking for clerical errors in this invoice when it's
 13 already been paid?
 14 MR. MERRETT: Form.
 15 **THE WITNESS: I don't know that I would use**
 16 **the word "blaming." I think both sides need to agree to**
 17 **what the actual amount is, and the purpose was to set up a**
 18 **meeting to discuss what the termination payment would be.**
 19 **That's what I'm surmising from the email, but I wouldn't**
 20 **say blaming.**
 21 BY MR. BURNS:
 22 Q. The letter goes on to have a string of bullet
 23 points. Do you see that there?
 24 **A. Yes.**
 25 Q. I'm trying to understand who supplied you these

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1 bullet points. Or maybe you wrote them yourself.
 2 **A. I didn't write them.**
 3 Q. Who did?
 4 **A. This information was supplied to me.**
 5 Q. By who?
 6 **A. By the company.**
 7 Q. What individual in the company was involved?
 8 MR. MERRETT: Foundation.
 9 **THE WITNESS: I believe this came from**
 10 **Ahmad, Mr. Razaghi.**
 11 BY MR. BURNS:
 12 Q. Okay. I'm looking at the second bullet point:
 13 "August 2, 2018, letter from RH counsel Osborne Maledon to
 14 Chair Wauneka with the following concerns."
 15 Then the white bullet point: RH is aware of
 16 unauthorized communication and actions between certain
 17 board members and Christi and Netrishia spreading internal
 18 strife and discord among RH management consultants with
 19 respect to their authority and duties to corporation as
 20 assigned to them from time to time by RH.
 21 Do you see that there?
 22 **A. Yes.**
 23 Q. That was supplied to you by Mr. Razaghi, right?
 24 **A. Yes.**
 25 Q. The same goes for the next three white bullet

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1 points?
 2 **A. Yes.**
 3 Q. Moving on to the second page, Bates number ending
 4 in 4969. I'm looking at the second black bullet point
 5 that states: "August 30, 2018, RH meeting with board
 6 chair meeting notes." Do you see that there?
 7 **A. Yes.**
 8 Q. Then it has four white bullet points and some
 9 sub-points under it. Go ahead and review that. And who
 10 supplied you this information?
 11 **A. Again, it was the company.**
 12 Q. Was there an individual that supplied this
 13 information?
 14 **A. I believe it was Mr. Razaghi.**
 15 Q. Now, this letter is dated September 8th which is
 16 not long after August 30th where this meeting was
 17 purportedly held, and we talked about earlier how you
 18 signed a sheet.
 19 If you had seen something that inaccurately
 20 described the meeting that had been held nine days
 21 previous, what would you have done?
 22 **A. I would have -- I probably would have let Ahmad**
 23 **know that this wasn't accurate or true.**
 24 Q. You wouldn't have signed it if a meeting you were
 25 at was inaccurately described, right?



<p style="text-align: right;">Page 178</p> <p>1 A. No.</p> <p>2 Q. And then I am looking at the final black bullet</p> <p>3 point -- well, it's kind of hard. Sometimes the numbering</p> <p>4 is better.</p> <p>5 There's a bullet point that says, toward the</p> <p>6 bottom of 4969, September 1st, 2018, and a letter. Do you</p> <p>7 see that there?</p> <p>8 A. Yes.</p> <p>9 Q. Then there is a number of things that follow, and</p> <p>10 it runs onto the next page, so I am looking at that</p> <p>11 section that refers to the September 1st letter.</p> <p>12 How did you obtain that information of this</p> <p>13 letter?</p> <p>14 A. It was provided to me.</p> <p>15 Q. By who?</p> <p>16 A. Mr. Razaghi.</p> <p>17 Q. I am going to go back to the first page of</p> <p>18 Exhibit 56, the very bottom bullet point. August 20,</p> <p>19 2018, board of directors meeting notes. Do you see that?</p> <p>20 A. I see that, yes.</p> <p>21 Q. That board meeting I will supply you Exhibit 29.</p> <p>22 It's going to go in the chat in a second.</p> <p>23 A. Okay, I have it open. It says Attachment 5 on</p> <p>24 the first page.</p> <p>25 Q. Sure. We got it as an attachment to your letter.</p>	<p style="text-align: right;">Page 180</p> <p>1 A. We are required to present at every board meeting</p> <p>2 month-end financials, any audits that are done. New</p> <p>3 things that we are working on.</p> <p>4 Quality has to be in every board meeting.</p> <p>5 Reporting any quality measures, anything that were</p> <p>6 exciting that happens. Things like that. Everything that</p> <p>7 happened during the month.</p> <p>8 Q. Instead of presenting such information at the</p> <p>9 board meeting that you went to, what did you do?</p> <p>10 A. I sat through the board meeting. I was never</p> <p>11 recognized or acknowledged. There was a lot of chatter in</p> <p>12 Navajo that of course I don't understand, and the board</p> <p>13 meetings were over and we left. It was very weird and</p> <p>14 uncomfortable.</p> <p>15 Q. During one of these meetings, did you wait in the</p> <p>16 hallway?</p> <p>17 A. I believe we did. I don't know which one it was.</p> <p>18 Maybe it was the last one that we -- we were onsite. I</p> <p>19 believe it was the last one we were onsite. We did wait</p> <p>20 in the hallway and we were never invited in.</p> <p>21 Q. What's your understanding of what executive</p> <p>22 session is for a board of directors?</p> <p>23 A. Executive session is the board and the CEO.</p> <p>24 Q. Does it always have to be with the CEO?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 179</p> <p>1 If you look at the second page of</p> <p>2 Exhibit 29, there is an email from Ahmad Razaghi to</p> <p>3 Stenson Wauneka and cc's other people including you. Do</p> <p>4 you see that there?</p> <p>5 A. Yes.</p> <p>6 Q. "Dear Chair Wauneka and board members," the email</p> <p>7 says, "I received these notes from the staff." Do you see</p> <p>8 that there?</p> <p>9 A. Yes.</p> <p>10 Q. Going down to the third page of Exhibit 29,</p> <p>11 there's a document titled Special Board of Directors</p> <p>12 Meeting August 20, 2018 at 4:00 p.m. Do you see that</p> <p>13 there?</p> <p>14 A. Yes.</p> <p>15 Q. Now, a couple times today you mentioned that the</p> <p>16 board wouldn't talk to you. These board meetings you did</p> <p>17 go to, how did those go?</p> <p>18 MR. MERRETT: Form.</p> <p>19 THE WITNESS: The two that I went to as the</p> <p>20 interim CEO, the co-CEO, they were just -- they didn't</p> <p>21 engage with the team, with the leadership team at all.</p> <p>22 They were very tense.</p> <p>23 BY MR. BURNS:</p> <p>24 Q. Were you prepared to present something to the</p> <p>25 board of directors at these meetings?</p>	<p style="text-align: right;">Page 181</p> <p>1 Q. So what's your understanding of what the purpose</p> <p>2 of the executive session is?</p> <p>3 A. Most of the time it's to talk about contractual</p> <p>4 things. There are any -- that would be the time if the</p> <p>5 board had any issues with Razaghi or the management</p> <p>6 company that they would discuss that with him and with</p> <p>7 Ahmad, with Mr. Razaghi, and they try to address those</p> <p>8 issues.</p> <p>9 There might be some -- there might be a new</p> <p>10 board member that they want to discuss in executive</p> <p>11 session they wouldn't want the CEO in on necessarily.</p> <p>12 Things like that.</p> <p>13 Things -- their evaluation of the CEO. That</p> <p>14 would be another time that the CEO would be sent out and</p> <p>15 then come back in for the discussion.</p> <p>16 Q. So you have an understanding that sometimes the</p> <p>17 board of directors might not want the CEO present or the</p> <p>18 management company present when they are talking about the</p> <p>19 CEO or management company, right?</p> <p>20 A. That would be reasonable, yes.</p> <p>21 Q. When you were waiting in the hallway at one of</p> <p>22 these meetings, did you understand that an executive</p> <p>23 session was going on?</p> <p>24 A. I did not. Normally the executive session isn't</p> <p>25 the whole board meeting because we were required to</p>



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1 **present to the board every month, so that wouldn't be**
 2 **normal.**
 3 Q. Did you review the document we are looking at now
 4 that's Page 3 of Exhibit 29 in preparation for your
 5 testimony today?
 6 **A. No.**
 7 Q. I guess I'm trying to figure out what happens in
 8 this hallway. Did you overhear an executive session when
 9 you were waiting in the hallway?
 10 **A. No.**
 11 Q. Who were you waiting in the hallway with?
 12 **A. I don't recall everyone, but I believe that**
 13 **Cheryl Bailey was there, our CNO.**
 14 **And then we were just spending a lot of time**
 15 **out there waiting to come in, chatting with other leaders**
 16 **in the organization. You make lots of friends in**
 17 **hospitals and things and just chatting, chatting it up**
 18 **with them.**
 19 Q. Okay. So let's look at Page 3 of Exhibit 29.
 20 Present at the meeting, there's board members listed.
 21 This may be obvious to you but I need to establish it.
 22 Did any of the board members come into the
 23 hallway with you?
 24 **A. Not that I recall.**
 25 Q. Then there is executive leadership, Mr. Tadd

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1 Greenfield, Mr. Hasan. Do you see that there?
 2 **A. Hang on. You are on Page 3?**
 3 Q. Page 3 of Exhibit 29.
 4 **A. What paragraph?**
 5 Q. You know, it's under the Notes section. Present
 6 at the meeting. Do you see that there? I'm sorry, we
 7 don't have a Bates number on this one.
 8 **A. Oh. Yes. Yes, I see that. Under Notes, uh-huh.**
 9 Q. There is a list of executive leadership. Do you
 10 see that there?
 11 **A. Yes.**
 12 Q. It lists you and Mr. Hasan. Is that correct?
 13 **A. It does.**
 14 Q. Was Mr. Hasan in the hallway with you?
 15 **A. I don't recall.**
 16 Q. Then there is a number of people listed as
 17 management. Some are teleconference; some are physically
 18 present. Did any of those people wait in the hallway with
 19 you?
 20 **A. I can't say for sure.**
 21 Q. You said that there was some chatter going on in
 22 the hallway. You were talking to people in the hallway,
 23 right?
 24 **A. Uh-huh. Yes.**
 25 Q. Could you hear the executive session that was

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1 going on while you chatted in the hallway?
 2 **A. No.**
 3 Q. Could you hear it at any point?
 4 **A. No.**
 5 Q. Were they speaking loudly and it was clearly
 6 audible in the hallway?
 7 MR. MERRETT: Asked and answered.
 8 BY MR. BURNS:
 9 Q. You can answer.
 10 **A. Far enough away -- there is a transition area in**
 11 **between the executive team hallway where the executive**
 12 **suite is and the board room is, and we were down in there.**
 13 **So no, I didn't overhear anything about that.**
 14 Q. Was anyone waiting right by the door?
 15 **A. I don't recall.**
 16 Q. Would that have stood out to you that someone is
 17 sitting right by the door?
 18 **A. I believe it would have. I just don't recall**
 19 **that. Again, we were in that little transition hallway in**
 20 **between. But I don't recall anybody eavesdropping or any**
 21 **of those types of things. We couldn't hear anything.**
 22 Q. You said eavesdropping. I mean, your
 23 understanding of this was that executive sessions are
 24 supposed to be private, right?
 25 **A. Yes.**

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1 Q. And, you know, you talked a number of times today
 2 about doing the right thing. What would have been the
 3 right thing if you had overheard executive session when
 4 you were waiting in the hallway?
 5 **A. We would have went down to my office where I was**
 6 **or we moved further down.**
 7 Q. If you had seen someone eavesdropping like right
 8 by the door, would you have reported it?
 9 **A. I would have probably moved them myself.**
 10 Q. And you didn't see anything like that?
 11 **A. No.**
 12 Q. So this document -- and I'm starting at Page 3 of
 13 Exhibit 29. First of all, it logs that the meeting starts
 14 at 4:40 p.m. That says that at the top. And then a
 15 little over halfway down it says the board entered
 16 executive section at 4:42 p.m.
 17 Do you recall this meeting where they
 18 basically moved into executive session immediately?
 19 **A. I don't recall whether we even entered the board**
 20 **room at all and were sent out at 4:42. I don't recall how**
 21 **that actually happened.**
 22 Q. There's a narrative here. Do you know who wrote
 23 this document?
 24 **A. I do not know who wrote this document.**
 25 Q. There's a narrative. I'm looking at the second



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1 paragraph from the bottom that says: "The conversation
2 taking place in the executive conference room was very
3 loud and portions of it could be overheard by the group
4 waiting in the hall."

5 That was not your experience, was it?

6 **A. I don't recall that.**

7 Q. Just looking at the rest of this document, it's
8 sort of an account of an executive session. Do you know
9 one way or the other whether this conversation that's
10 recorded actually occurred?

11 **A. I don't.**

12 Q. I am going to Exhibit 10 into the chat. With
13 some luck it will be our last exhibit.

14 **A. Okay, I have it open.**

15 Q. Earlier there was some discussion about
16 Mr. Razaghi saying that a termination payment was
17 immediately payable. Do you remember that discussion?

18 **A. I do.**

19 Q. Okay. Do you have any knowledge -- I am looking
20 at Exhibit 10, Bates number ending in 1096, a document
21 entitled Escrow Agreement.

22 Do you have any knowledge of the escrow
23 agreement that was in place in 2018 when the relationship
24 ended?

25 **A. I don't.**

1 THE VIDEOGRAPHER: We are going off the
2 record. The time is 4:31 p.m.

3 (Recess taken 5:31 p.m. - 5:35 p.m.
4 Mountain Daylight Time)

5 THE VIDEOGRAPHER: We are back on the
6 record. The time is 4:35 p.m.

7 BY MR. BURNS:

8 Q. We are back on the record. Maybe one or two
9 follow-up questions.

10 Mr. Greenfield, I'm trying to determine when
11 you actually left Razaghi Healthcare. Do you know the
12 approximate date of that?

13 **A. I don't. I can't tell you right off the top of
14 my head.**

15 Q. Once you left Razaghi Healthcare, you stopped
16 sending emails using Razaghi Healthcare email, right?

17 **A. Yes.**

18 Q. Did you ever send an email from Razaghi
19 Healthcare again after you left?

20 **A. I don't believe so. I don't see how I could.**

21 Q. Okay. If I find an email from you on a date,
22 that's because you were still working at Razaghi
23 Healthcare at the time, right?

24 **A. Yes, that would be accurate.**

25 Q. During this last break, did you have a

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1 Q. Did you know that the termination payment was
2 supposed to be made through a notice in an escrow payment
3 process?

4 MR. MERRETT: Form.

5 **THE WITNESS: I have no knowledge of this
6 document or the process.**

7 BY MR. BURNS:

8 Q. Did Mr. Razaghi ever tell you why he just
9 short-cutted the escrow process?

10 MR. MERRETT: Form.

11 **THE WITNESS: I don't -- we didn't have a
12 conversation about the escrow agreement.**

13 BY MR. BURNS:

14 Q. I'm asking if he told you why he didn't follow
15 the escrow process.

16 MR. MERRETT: Same objection.

17 **THE WITNESS: We never discussed the escrow
18 agreement.**

19 BY MR. BURNS:

20 Q. Were you aware there was an escrow account?

21 **A. Um. No, I don't recall ever having a discussion
22 about an escrow agreement or an escrow account.**

23 MR. BURNS: We are going to go off the
24 record for two minutes. I should come back with no
25 questions, but we'll see. We are off record.

1 conversation with Mr. Merrett?

2 **A. I did not.**

3 MR. BURNS: I pass the witness.

4 MR. MERRETT: I don't have any questions for
5 Mr. McGee -- I'm sorry -- Mr. Greenfield.

6 MR. BURNS: Mr. Greenfield, thank you for
7 coming today. We can go off the record.

8 MR. MERRETT: Wilma, we will read and sign.

9 THE VIDEOGRAPHER: This concludes the video
10 recorded deposition of Tadd S. Greenfield. The time is
11 4:36 p.m.

12 (Deposition concluded at 5:36 p.m.
13 Mountain Daylight Time)

14
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25
TADD SCOTT GREENFIELD



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1 STATE OF ARIZONA)
2) ss.
3 COUNTY OF MARICOPA)
4 BE IT KNOWN that the foregoing proceedings were
5 taken before me; that the witness before testifying was
6 duly sworn by me to testify to the whole truth; that the
7 foregoing pages are a full, true, and accurate record of
8 the proceedings, all done to the best of my skill and
9 ability; that the proceedings were taken down by me in
10 shorthand and thereafter reduced to print under my
11 direction.
12
13 I CERTIFY that I am in no way related to any of
14 the parties hereto, nor am I in any way interested in the
15 outcome hereof.
16
17 [X] Review and signature was requested; any
18 changes made by the witness will be attached to the
19 original transcript.
20 [] Review and signature was waived/not
21 requested.
22 [] Review and signature not required.
23
24 I CERTIFY that I have complied with the ethical
25 obligations set forth in ACJA 7-206(F)(3) and
ACJA 7-206 J(1)(g)(1) and (2).
DATED at Phoenix, Arizona, this 17th day of June,
2024.
/s/ Wilma A. Weinreich_
WILMA A. WEINREICH
Certified Stenographer
Arizona CR No. 50976
* * * * *
I CERTIFY that GRIFFIN GROUP INTERNATIONAL has
complied with the ethical obligations set forth in ACJA
7-206 (J)(1)(g)(1) through (6).
/s/ Pamela A. Griffin_
GRIFFIN GROUP INTERNATIONAL
Registered Reporting Firm
Arizona RRF No. R1005

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1 GRIFFIN GROUP INTERNATIONAL -ERRATA SHEET - CHANGES IN TESTIMONY
2 3200 East Camelback Road Suite 177 Phoenix, Arizona 85018
3 Tadd-Greenfield-June 12, 2024
4 Errata & Signature due no later than July 19, 2024.
5
6
7 PAGE LINE CORRECTIONS/CHANGES REASON
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 SIGNATURE OF WITNESS DATE



EXHIBIT 76



Razaghi Healthcare
7150 E Camelback Rd
Suite 444
Scottsdale, AZ 85251-1257 US
(480) 477-8028
acc@razaghihealthcare.com
www.razaghihealthcare.com

INVOICE

BILL TO

Navajo Health Foundation -
Sage Memorial Hospital
PO Box 457
Ganado, AZ 86505

INVOICE # 1367**DATE** 08/27/2018**TERMS** Due on receipt**PROFESSIONAL SERVICE****CHARGE****Reimbursable Legal & Professional Expenses**

215,661.54

Pass-Through Expenses

Interest charges for late payment September 10, 2014 to August 23, 2018

Professional Services Discount

-79,249.28

Professional Services Discount

Courtesy 5 day grace period discount

BALANCE DUE**\$136,412.26**

Navajo Sage Late Payment Interest Charges

<u>Date invoice</u>	<u>Inv #</u>	<u>Costs Paid</u>	<u>Date Paid</u>	<u>Days late</u>	<u>Interest Total</u>	Courtesy 5 day grace period	
						<u>Days charged</u>	<u>Interest Courtesy</u>
9/10/14	1187	226,102.42	9/16/14	6	678.31	1	113.05
9/22/14	1189	193,781.59	9/23/14	1	96.89	-	-
10/7/14	1190	187,208.41	10/9/14	2	187.21	-	-
10/22/14	1191	206,783.22	10/23/14	1	103.39	-	-
11/3/14	1192	332,535.46	11/4/14	1	166.27	-	-
11/23/14	1193	187,586.10	11/24/14	1	93.79	-	-
12/1/14	1194	347,581.77	12/3/14	2	347.58	-	-
1/1/15	1195	543,450.96	1/2/15	1	271.73	-	-
1/13/15	1196	683,349.27	1/14/15	1	341.67	-	-
1/26/15	1197	261,989.24	1/28/15	2	261.99	-	-
2/3/15	1198	286,281.69	2/4/15	1	143.14	-	-
2/10/15	1199	244,502.44	2/11/15	1	122.25	-	-
2/23/15	1200	210,993.83	2/24/15	1	105.50	-	-
3/9/15	1201	227,069.02	3/12/15	3	340.60	-	-
3/9/15	1202	202,435.45	4/4/15	26	2,631.66	21	2,125.57
4/6/15	1203	468,161.31	4/8/15	2	468.16	-	-
4/21/15	1204	199,620.07	4/23/15	2	199.62	-	-
5/5/15	1205	180,518.87	5/8/15	3	270.78	-	-
5/20/15	1206	288,985.02	5/22/15	2	288.99	-	-
6/2/15	1207	259,061.20	6/8/15	6	777.18	1	129.53
6/16/15	1208	287,943.79	6/18/15	2	287.94	-	-
6/30/15	1209	221,810.88	7/6/15	6	665.43	1	110.91
7/15/15	1210	269,275.37	7/20/15	5	673.19	-	-
7/29/15	1211	188,715.75	8/3/15	5	471.79	-	-
8/11/15	1212	254,356.83	8/18/15	7	890.25	2	254.36
8/25/15	1213	269,840.74	8/31/15	6	809.52	1	134.92
9/8/15	1215	286,490.23	9/10/15	2	286.49	-	-
9/23/15	1216	568,216.87	9/28/15	5	1,420.54	-	-

10/7/15	1217	281,437.34	10/13/15	6	844.31	1	140.72
10/18/15	1218	273,287.29	10/26/15	8	1,093.15	3	409.93
11/1/15	1219	339,246.55	11/10/15	9	1,526.61	4	678.49
11/16/15	1220	#####	11/24/15	8	4,341.28	3	1,627.98
12/1/15	1221	396,056.06	12/3/15	2	396.06	-	-
12/15/15	1222	276,396.08	12/17/15	2	276.40	-	-
12/28/15	1223	287,270.81	12/30/15	2	287.27	-	-
1/11/16	1224	363,468.30	1/19/16	8	1,453.87	3	545.20
1/25/16	1225	337,943.05	1/27/16	2	337.94	-	-
2/8/16	1226	339,289.45	2/16/16	8	1,357.16	3	508.93
2/22/16	1227	404,366.57	2/24/16	2	404.37	-	-
3/7/16	1228	398,902.47	3/9/16	2	398.90	-	-
3/21/16	1229	321,798.93	3/23/16	2	321.80	-	-
4/4/16	1230	240,403.43	4/7/16	3	360.61	-	-
4/18/16	1231	359,932.32	4/20/16	2	359.93	-	-
5/2/16	1232	240,169.53	5/5/16	3	360.25	-	-
5/16/16	1233	347,075.18	5/19/16	3	520.61	-	-
5/31/16	1234	601,851.10	6/3/16	3	902.78	-	-
6/13/16	1235	270,287.78	6/15/16	2	270.29	-	-
6/27/16	1236	254,421.55	6/30/16	3	381.63	-	-
7/11/16	1237	627,887.11	7/16/16	5	1,569.72	-	-
7/21/16	1238	#####	8/3/16	13	44,102.50	8	27,140.00
7/25/16	1239	354,579.22	7/27/16	2	354.58	-	-
8/8/16	1240	352,759.66	8/11/16	3	529.14	-	-
8/22/16	1241	293,487.19	8/25/16	3	440.23	-	-
9/6/16	1242	346,095.42	9/9/16	3	519.14	-	-
9/19/16	1243	319,784.07	9/22/16	3	479.68	-	-
10/4/16	1244	283,985.64	10/6/16	2	283.99	-	-
10/18/16	1245	361,417.48	1/4/17	78	14,095.28	73	13,191.74
10/31/16	1246	244,426.72	1/4/17	65	7,943.87	60	7,332.80
11/13/16	1247	327,777.23	1/12/17	60	9,833.32	55	9,013.87
11/28/16	1248	258,164.45	1/18/17	51	6,583.19	46	5,937.78
12/12/16	1249	374,747.61	1/26/17	45	8,431.82	40	7,494.95

12/27/16	1250	329,803.43	2/9/17	44	7,255.68	39	6,431.17
1/9/17	1251	398,961.31	1/12/17	3	598.44	-	-
1/23/17	1252	#####	2/1/17	9	5,763.75	4	2,561.66
2/6/17	1253	580,900.32	2/10/17	4	1,161.80	-	-
2/21/17	1254	361,221.59	2/27/17	6	1,083.66	-	-
3/6/17	1255	294,273.70	3/9/17	3	441.41	-	-
3/20/17	1256	334,525.85	3/23/17	3	501.79	-	-
4/10/17	1257	360,000.43	4/12/17	2	360.00	-	-
4/18/17	1258	544,138.17	4/20/17	2	544.14	-	-
5/1/17	1259	581,305.81	5/9/17	8	2,325.22	3	871.96
5/17/17	1260	502,236.07	5/22/17	5	1,255.59	-	-
6/1/17	1261	499,617.92	7/17/17	46	11,491.21	41	10,242.17
6/29/17	1262	654,070.06	8/3/17	35	11,446.23	30	9,811.05
7/13/17	1263	458,447.07	8/10/17	28	6,418.26	23	5,272.14
7/23/17	1264	426,850.63	8/16/17	24	5,122.21	19	4,055.08
8/11/17	1265	297,735.69	9/14/17	34	5,061.51	29	4,317.17
8/24/17	1266	431,944.01	9/29/17	36	7,774.99	31	6,695.13
9/7/17	1267	338,848.45	9/28/17	21	3,557.91	16	2,710.79
9/25/17	1268	488,709.06	9/29/17	4	977.42	-	-
9/29/17	1269	230,549.32	9/29/17	-	-	-	-
10/20/17	1270	55,735.75	10/25/17	5	139.34	-	-
10/20/17	1271	68,145.30	10/25/17	5	170.36	-	-
10/20/17	1272	74,676.93	11/6/17	17	634.75	12	448.06
10/20/17	1273	103,095.60	10/25/17	5	257.74	-	-
11/1/17	1274	58,646.39	11/13/17	12	351.88	7	205.26
11/1/17	1275	57,383.95	11/13/17	12	344.30	7	200.84
11/1/17	1276	74,676.93	11/13/17	12	448.06	7	261.37
11/1/17	1277	81,926.74	11/13/17	12	491.56	7	286.74
11/20/17	1278	56,778.16	11/21/17	1	28.39	-	-
11/20/17	1279	64,570.14	11/21/17	1	32.29	-	-
11/20/17	1280	74,676.93	11/21/17	1	37.34	-	-
11/20/17	1281	69,422.64	11/21/17	1	34.71	-	-
11/28/17	1282	52,131.15	11/29/17	1	26.07	-	-

11/28/17	1283	46,627.98	11/29/17	1	23.31	-	-
11/28/17	1284	74,676.93	11/29/17	1	37.34	-	-
11/28/17	1285	133,198.81	11/29/17	1	66.60	-	-
12/12/17	1287	57,327.02	12/19/17	7	200.64	2	57.33
12/12/17	1288	39,019.57	12/22/17	10	195.10	5	97.55
12/12/17	1286	42,815.54	12/19/17	7	149.85	2	42.82
12/12/17	1289	74,676.93	12/22/17	10	373.38	5	186.69
1/3/18	1292	759,428.16	1/3/18	-	-	-	-
1/3/18	1293	74,676.93	1/3/18	-	-	-	-
1/3/18	1294	64,412.99	1/3/18	-	-	-	-
1/3/18	1295	85,545.23	1/3/18	-	-	-	-
1/3/18	1296	46,780.60	1/4/18	1	23.39	-	-
1/7/18	1297	74,448.08	1/31/18	24	893.38	19	707.26
1/21/18	1298	74,448.08	1/31/18	10	372.24	5	186.12
2/1/18	1300	31,421.82	2/6/18	5	78.55	-	-
2/14/18	1301	35,306.63	2/22/18	8	141.23	3	52.96
2/14/18	1302	81,143.19	2/22/18	8	324.57	3	121.71
2/14/18	1303	52,990.36	2/27/18	13	344.44	8	211.96
2/14/18	1304	46,033.10	2/22/18	8	184.13	3	69.05
2/14/18	1305	73,928.66	2/22/18	8	295.71	3	110.89
2/14/18	1306	89,094.51	2/27/18	13	579.11	8	356.38
2/16/18	1307	43,601.84	2/22/18	6	130.81	1	21.80
2/26/18	1308	51,824.12	2/27/18	1	25.91	-	-
2/22/18	1309	93,780.34	2/27/18	5	234.45	-	-
2/22/18	1310	76,826.12	2/27/18	5	192.07	-	-
2/23/18	1311	74,448.08	2/27/18	4	148.90	-	-
3/5/18	1312	74,448.08	3/5/18	-	-	-	-
3/5/18	1313	95,607.46	3/6/18	1	47.80	-	-
3/5/18	1314	76,992.38	3/6/18	1	38.50	-	-
3/19/18	1315	34,061.53	3/23/18	4	68.12	-	-
3/19/18	1316	74,448.08	3/20/18	1	37.22	-	-
3/20/18	1318	107,774.91	3/23/18	3	161.66	-	-
3/21/18	1317	65,160.58	3/27/18	6	195.48	1	32.58

4/2/18	1319	74,448.08	4/17/18	15	558.36	10	372.24
4/2/18	1320	41,448.24	4/17/18	15	310.86	10	207.24
4/2/18	1322	53,521.18	4/17/18	15	401.41	10	267.61
4/2/18	1321	88,633.23	4/17/18	15	664.75	10	443.17
4/2/18	1323	74,448.08	4/17/18	15	558.36	10	372.24
4/16/18	1324	81,013.55	4/19/18	3	121.52	-	-
4/16/18	1325	62,490.38	4/19/18	3	93.74	-	-
4/16/18	1326	24,737.87	4/19/18	3	37.11	-	-
4/30/18	1327	74,448.08	5/4/18	4	148.90	-	-
4/30/18	1328	28,065.00	5/4/18	4	56.13	-	-
4/30/18	1329	80,342.72	5/11/18	11	441.88	6	241.03
4/30/18	1330	75,020.76	5/11/18	11	412.61	6	225.06
5/11/18	1331	74,448.08	5/18/18	7	260.57	2	74.45
5/14/18	1332	13,204.35	5/18/18	4	26.41	-	-
5/14/18	1333	93,934.53	5/18/18	4	187.87	-	-
5/14/18	1334	72,178.49	5/18/18	4	144.36	-	-
5/25/18	1335	74,448.08	6/1/18	7	260.57	2	74.45
5/25/18	1336	164,609.35	6/1/18	7	576.13	2	164.61
5/29/18	1337	115,136.71	6/1/18	3	172.71	-	-
5/29/18	1338	63,430.29	6/1/18	3	95.15	-	-
6/8/18	1340	74,448.08	6/15/18	7	260.57	2	74.45
6/8/18	1341	70,919.79	6/15/18	7	248.22	2	70.92
6/11/18	1342	144,673.72	6/15/18	4	289.35	-	-
6/11/18	1343	61,657.11	6/15/18	4	123.31	-	-
6/22/18	1344	74,448.08	6/29/18	7	260.57	2	74.45
6/22/18	1345	184,829.24	6/29/18	7	646.90	2	184.83
6/25/18	1347	54,185.77	6/29/18	4	108.37	-	-
6/25/18	1346	109,323.80	6/25/18	-	-	-	-
7/6/18	1348	74,448.08	7/9/18	3	111.67	-	-
7/6/18	1349	22,656.01	7/9/18	3	33.98	-	-
7/10/18	1350	112,633.92	7/11/18	1	56.32	-	-
7/10/18	1351	68,209.67	7/11/18	1	34.10	-	-
7/17/18	1352	(6,000.00)	credit memo	-	-	-	-

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7/19/18	1353	74,448.08	7/20/18	1	37.22	-	-
7/19/18	1354	32,775.89	7/20/18	1	16.39	-	-
7/30/18	1355	109,447.29	7/31/18	1	54.72	-	-
7/30/18	1356	67,126.53	7/31/18	1	33.56	-	-
8/3/18	1357	74,448.08	8/8/18	5	186.12	-	-
8/3/18	1358	105,174.13	8/8/18	5	262.94	-	-
8/6/18	1359	163,100.02	8/8/18	2	163.10	-	-
8/6/18	1360	124,729.95	8/8/18	2	124.73	-	-
8/17/18	1361	74,448.08	8/23/18	6	223.34	1	37.22
8/17/18	1362	23,720.97	8/23/18	6	71.16	1	11.86
8/20/18	1363	122,226.88	8/23/18	3	183.34	-	-
8/20/18	1364	91,135.03	8/23/18	3	136.70	-	-
8/23/18	1365	40,437.50	8/23/18	-	-	-	-
Total Interest Charges					215,661.54		136,412.26

EXHIBIT 77

**Razaghi Healthcare**

7150 E Camelback Rd
Suite 444
Scottsdale, AZ 85251-1257 US
(480) 477-8028
acc@razaghihealthcare.com
www.razaghihealthcare.com

INVOICE

BILL TO

Navajo Health Foundation -
Sage Memorial Hospital
PO Box 457
Ganado, AZ 86505

INVOICE # 1368**DATE** 08/27/2018**TERMS** Due on receipt

PROFESSIONAL SERVICE

CHARGE

Reimbursable Legal & Professional Expenses

50,000.00

Pass-Through Expenses

AIG coverage Navajo Sage no. 2147071623US, Self Insured Retention

BALANCE DUE

\$50,000.00

AIG Property Casualty
175 Water Street, 5th Floor
New York, NY 10038
www.aig.com

Mattia White
Analyst
Financial Lines
T 212 458 1581
F 844 763 0754
mattia.white@aig.com

July 20, 2018

taylor.fox@razaghihealthcare.com

Taylor Fox
Razaghi Healthcare
Highway 264 & Junction 191
Ganado, AZ 86505

RE: Claim: Kory Razaghi
 Insured: Navajo Health Foundation - Sage Memorial Hospital
 Policy No.: 02-245-97-21
 Our File #: 2147071623US

Dear Ms. Fox:

Please be advised that I am the adjustor handling this matter and all future correspondence should be directed to my attention. The purpose of this letter is to 1) advise you of the preliminary coverage position for this matter under the policy, which is subject to a mutual reservation of rights, 2) inform you about the assignment of panel counsel and 3) request additional information as more fully set forth below. Our coverage position is explained below.

AIG Claims, Inc. is the claims administrator handling claims arising under insurance policy number 02-245-97-21 issued to Navajo Health Foundation – Sage Memorial Hospital, Inc. by National Union Fire Insurance Company of Pittsburgh, PA, (“National Union”), a member underwriting company of American International Group. This Not-for-Profit Risk Protector has a Policy Period effective from September 30, 2017 to September 30, 2018 and is subject to a single aggregate limit of liability of \$5,000,000 applicable to indemnity and defense costs for all coverage sections. As this Claim is defined to be a D&O Claim, there is a Separate Limit of Liability in the amount of \$2,000,000. We note that any Loss incurred against the D&O limit will erode the policy aggregate limit. The self-insured retention for this Claim is \$50,000. The self-insured retention must be exhausted before any defense and/or indemnity obligation exists.

We would like you to know that we appreciate you as a customer and are committed to working closely with you in the defense of this matter. We expect that you may have questions after reading this letter regarding our position and the practical impact of the reservation of rights. Please feel free to contact me regarding any questions about our coverage position as well as to discuss a plan of action for the subject claim.

In considering your request for coverage, we have reviewed the insurance policy referenced above, as well as the allegations asserted. No other policies were

considered. If you assert a right to coverage under another policy issued by any other member company of American International Group, please submit notice pursuant to the notice provisions contained in that policy.

Based on the information we have received to date, the following sets forth a summary of the allegations. On June 20, 2018, Kory Razaghi ("Plaintiff") filed a complaint in the District Court of Clark County, Nevada against Ahmad Razaghi ("Razaghi"), Manuel Morgan ("Morgan"), Morgan & Razaghi Healthcare, LLC ("MRH"), Razaghi Healthcare, LLC ("Razaghi Healthcare"), and Razaghi Development Company, LLC ("Razaghi Development") (collectively, "Defendants"). The complaint states that in February 2007, Navajo Health Foundation-Sage Memorial Hospital ("Sage") entered into a Contract (the "Sage Contract") with Morgan (UT), an entity formed by Plaintiff and Defendants Razaghi and Morgan. The Sage Contract was further amended to extend to September 30, 2013, but disputes arose between the parties and after litigation was commenced, a Settlement Agreement (the "Agreement") was signed in January 2013. The Agreement provided that Plaintiff was to be paid a one-sixth (16.67%) percentage of all development and management fees and that they were to be administered by a third-party administrator. Plaintiff alleges that one or all Defendants have received development fees, management fees and bonuses and failed to account these amounts to Plaintiff. Plaintiff asserts the following Causes of Action: (1) Breach of Agreement; and (2) Breach of the Duty of Good Faith and Fair Dealing and Accounting and seeks compensatory damages. Please advise if this is inaccurate or if there is additional information with regard to this matter.

Our preliminary view is that coverage is potentially afforded to Ahmad Razaghi for Loss, subject to our continuing analysis and reservations contained herein. Please note that no coverage is available for Manuel Morgan or Morgan & Razaghi Healthcare, LLC, as they are not Insureds under the policy. Relevant policy provisions are referenced below; please refer to the policy for its complete terms and conditions.

Definitions

Please note the definition of "Loss" contained in the D&O Coverage Section of the policy, which states in relevant part:

- (u) **"Loss"** means damages, judgments, settlements, pre- and post-judgment interest, Defense Costs and Crisis Management Loss; however, Loss shall not include: (1) any amount for which the Insureds are not financially liable or which are without legal recourse to the Insureds; (2) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed; (3) civil or criminal fines or penalties; (4) taxes or tax penalties [...]

Exclusions

Please note the exclusionary effect of Exclusion 3(e) of the D&O coverage section, as amended by Endorsement #11, which states in relevant part that with respect to Coverage B(i) only:

The Insurer shall not be liable to make any payment for Loss in connection with a Claim made against an Insured:

- (e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an Insured under any express contract or agreement; provided, however, that this exclusion shall not apply to:
 - (i) to the extent that any liability does not arise from such express contract or agreement; or
 - (ii) Loss constituting **Defense Costs of Individual Insureds**;

Plaintiff's allegations solely arise out of the January 2013 Settlement Agreement. Since all allegations arise out of this Agreement, Exclusion 3(e) bars coverage for the Organization. Pursuant to subparagraph (ii), coverage is available to Ahmad Razaghi only for Loss constituting Defense Costs.

To the extent there are claims brought against non-Insureds and there are covered and uncovered matters, National Union reserves the right to an appropriate allocation of the Defense Costs. We shall contact you directly to further discuss a fair and reasonable allocation.

Clause 6 of the policy provides that Panel Counsel shall be utilized for all claims. It is further provided that the selection of a panel counsel firm shall be from the jurisdiction in which the claim is brought. A Panel Counsel list may be found attached to your policy as Appendix A, as well as on the website www-238.aig.com. Please identify the name of the Panel Counsel law firm you've retained to protect your interests in this claim and provide me with the name of the contact person and their contact information.

The policy provides that National Union has the right to effectively associate in the defense and settlement of this claim. To do so, we shall need to obtain additional information and updates. We request that defense counsel provide us a status report within 30 days from the receipt of this letter. Moreover, we ask for quarterly status updates, or more frequently as events arise.

The status reports should include: (a) the factual background of the case, including the relationship of the parties and chronology of events; (b) an assessment of liability; (c) an evaluation of damages; (d) the insured's position and defenses; (e) a

synopsis of significant depositions and an evaluation of witnesses; (f) likelihood of settlement; (g) scheduling orders; (h) an estimated litigation budget through discovery and trial; and (i) any important dates or deadlines including, but not limited to, any firm trial or mediation dates.

Please note that Clause 8, provides that the “Insured shall not admit or assume any liability or incur any Defense Costs without the prior written consent of the Insurer”. Accordingly, only those Defense Costs incurred subsequent to June 22, 2018 shall be considered as Loss under the Policy and erode the retention, unless insurance provided under any other policy provides coverage for such Defense Costs.

Should a settlement demand be received or if the Insured is contemplating making an offer, please contact me at (212) 458-1561 or via e-mail at mattie.white@aig.com to further discuss the foregoing.

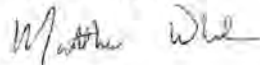
National Union’s preliminary coverage position is based on the information presently available to us. This letter is not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the Policy, or any other policies of insurance issued by National Union or any of its affiliates. National Union expressly reserves all of its rights under the Policy, at law or in equity, including the right to assert additional defenses to any claims for coverage, if subsequent information indicates that such action is warranted.

Should you have any additional information that you feel would either cause us to review our position or would assist us in our investigation or determination, we ask that you advise us as soon as possible. Also, if you are served with any additional demands or amended complaints or pleadings, please forward them to us immediately, so that we can review our coverage position.

If you have any other insurance policies which may respond to this claim asserted, you should report this matter to the issuing carrier[s] immediately.

In closing, allow me to reiterate that we value you as a customer and encourage you to contact us should you have any questions or concerns regarding the contents of this letter. Thank you for your cooperation in this matter.

Very truly yours,



Mattie White

*This correspondence is sent by AIG Claims, Inc. as authorized administrator for National Union Fire Insurance Company of Pittsburgh, Pa.

cc: brad@buckner.com

EXHIBIT 78

2018.08.30 chair management meeting

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From: Tadd Greenfield
Sent: Wednesday, August 29, 2018 3:28 PM
To: Nicole Hardy
Cc: Thomas Matenaer
Subject: Re: Request from Board Member

Hi Nicole,

Requests such as these need to go through me. Please ask her to reach out to me for any and all requests including this one. When that occurs, I will get the invoices from you and send to her myself. That is the proper procedure.

Thank you for letting me know Nicole. Have a great day!

Tadd

Tadd S. Greenfield, BA, BSDH, BSN, MHA
Executive Vice President/Chief Operating Officer

Razaghi Healthcare
7150 E. Camelback Rd., Suite 444
Scottsdale, AZ 85251
Office: (480) 477-8028 | Facsimile: (480) 477-8001
www.razaghihealthcare.com



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From: Nicole Hardy <nicole.hardy@sagememorial.com>
Sent: Wednesday, August 29, 2018 3:20:00 PM
To: Tadd Greenfield
Cc: Thomas Matenaer
Subject: Request from Board Member

Good afternoon Tadd,

I received a call from board member Ms. Ray Ann Terry. She requested for me to send her the last three months of invoices for Razaghi Healthcare.

I was not sure on what I should do as I did not want to get in trouble on both sides, meaning with my superiors and the board members. So I am asking for your advice as to how I am suppose to handle this request from our board member.

Thanks!

2018.08.30 chair management meeting

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Nicole Hardy

Finance Department

Sage Memorial Hospital

PO Box 457

Ganado, Az 86505

Phone: (928)755-4866

Fax: (928)755-4610

Cellphone: (505)209-5842

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EXHIBIT 79

AFFIDAVIT OF TADD GREENFIELD

State of Arizona)
County of Maricopa) ss.

Tadd Greenfield, being duly sworn, deposes and says:

1. I am over 21 years of age. I have personal knowledge of the facts stated herein.
2. I am the Executive Vice President/Chief Operating Officer of Razaghi Development Company, LLC, a Nevada limited liability company, dba Razaghi Healthcare ("RH"). From December 29, 2017 until August 31, 2018, I was a Consultant/Administrator of Navajo Health Foundation-Sage Memorial Hospital, Inc., an Arizona nonprofit corporation, located in Ganado, Arizona ("Navajo Sage").
3. On June 16, 2017, RH and Navajo Sage executed Amendment No. 2 to CEO Services Contract (the "Contract") effective as of July 6, 2016. Attached to the accompanying Affidavit of Ahmad R. Razaghi ("Razaghi Aff.") as Exhibit 3 is a true and correct copy of the Contract. The Contract referred to and amended a certain CEO Services Contract dated as of March 18, 2011, as previously amended on May 17, 2013. See Razaghi Aff., Ex. 3, p. 1; see also Razaghi Aff., Exs. 1 & 2.
4. From July 6, 2016 through August 31, 2018, when Navajo Sage terminated the Contract, RH provided management services to Navajo Sage under the Contract, and RH served as Navajo Sage's CEO under the Contract.
5. When I was hired by RH in December 2017, Ahmad R. Razaghi, the CEO of RH and Navajo Sage, had assigned RH's employees Christi El-Meligi and Netrishia Dalgai as Administrator and Interim Director of Operations of Navajo Sage, respectively. Later, Tausif Hasan ("Hasan") was assigned as Chief Financial Officer ("CFO") of Navajo Sage.

6. In July 2018, RH, through Ahmad R. Razaghi, assigned me as Administrator of Navajo Sage. Regarding personnel management, RH is responsible for overseeing the recruitment, hiring, promotion, disciplining, and firing of key corporate executives that report to the CEO, including the Administrator/Co-CEO. See Razaghi Aff., Ex. 3 § 2.C.2. The Position Description of the Administrator/Co-CEO states the position will, under the supervision of the CEO, be accountable for all hospital services and is responsible for the on-site direction for the Hospital including the staffing of the Hospital with adequate, qualified individuals.

7. RH, through Ahmad R. Razaghi, reassigned Christi El-Meligi to another corporate assignment when I was assigned as Administrator of Navajo Sage. The planning for this transition had been taking place for many months, and Christi El-Meligi had been involved in the meetings and discussions regarding the reassignment plan and transition.

8. At the time of my hire, Ahmad R. Razaghi had been working with the CPA firm BDO to complete a finance department restructuring and turnaround plan for Navajo Sage. Over the next few months, I was closely involved with the BDO CPA team as they conducted an in-depth finance department assessment and assisted RH in developing a restructuring plan to fix what have been damaged by the Indian Health Service's contract termination and underfunding of Navajo Sage since late 2014.

9. Around March 2018, Hasan was assigned by RH, through Ahmad R. Razaghi, to the CFO position to complete the FY 2017 audit and the BDO finance department restructuring plan. I worked with Hasan to hire and manage temporary consultants who fulfilled the roles of controller, revenue cycle manager, two accountants, and a short-term supply chain resource to assess the finance department to implement the restructuring plan outlined in the BDO report. These

positions had previously been empty. These consultants were forced to leave by Navajo Sage upon the termination of the RH contract on August 31, 2018.

10. Regarding Contract Management, the Contract authorizes RH to negotiate, enter into, terminate, delegate, and administer all contracts to discharge the scope of services required in the Board-approved capital expenditure and operating budgets. Ahmad R. Razaghi provided many of RH's own contracted resources to further support Navajo Sage without any markup on those services. These services included contracting with strategic partners to obtain human capital resources, specifically, clinical and operational expertise.

11. Section 4.C. of the Contract states in part: "In the event that this Contract expires, or RH terminates this contract for cause, or the Corporation elects to terminate this Contract at any time prior to termination of this Contract for any reason other than those listed as 'cause' in Section 4.A., the Corporation shall pay to RH (a) a sum equal to the entire compensation outlined in this Contract up to the date of such expiration or termination plus (b) the Termination Payment." Razaghi Aff., Ex. 3, p. 8.

12. Section 5.D.2. of the Contract states: "In the event that this Contract expires, or RH terminates this Contract for cause, or the Corporation elects to terminate this Contract at any time prior to expiration of this Contract for any reason other than those listed as 'cause' in Section 4.A., the Corporation shall, in addition to any other amounts due under this Contract, pay RH a Termination Payment in an amount equal to the average of the amount paid to RH by the Corporation each year during the most recent four years of service, including the year of expiration or termination, which shall be prorated through the actual date of such expiration or termination." Razaghi Aff., Ex. 3, p. 10.

13. On August 7, 2018, Navajo Sage's finance department estimated the Termination Payment under the Contract would be \$10,598,851.00. Attached hereto as Exhibit 1 is a true and correct copy of said estimate.

14. At a Navajo Sage Board of Directors ("Board") meeting on August 20, 2018, Jeffrey Davis, an attorney who had been purportedly hired by the Board, said that there is a termination clause in the Contract which would require Navajo Sage to pay RH \$7-8 million if the Contract is terminated early. Attached hereto as Exhibit 2 is a true and correct copy of an email dated August 29, 2018 from Ahmad R. Razaghi to the Chair and other Board members with attached Notes from the staff concerning the Special Board of Directors Meeting on August 20, 2018 reflecting Attorney Davis's statement about the Termination Payment. I attended part of the August 20, 2018 Navajo Sage Board meeting, at which management was not allowed by the Board to report on their audited financial statements for FY 2017 or the IRS Form 990.

15. On August 27, 2018, RH emailed to Navajo Sage RH's Invoice #1369 dated August 27, 2018 showing a balance due of \$10,855,134.15 as the Termination Payment under the Contract. Attached hereto as Exhibit 3 is a true and correct copy of said email and said invoice. The invoice was approved by Sage's Finance Department and paid in the ordinary course.

16. On August 31, 2018, the Board adopted a resolution terminating the Contract. Attached hereto as Exhibit 4 is a true and correct copy of said Board Resolution dated August 31, 2018.

17. On September 2, 2018, Navajo Sage management scheduled a Navajo Sage/RH finance meeting on September 4, 2018 to reconcile any discrepancies in RH invoice #1369 of \$10.8 million and Navajo Sage finance estimate of \$10.6 million for the Termination Payment.

Attached hereto as Exhibit 5 is a true and correct copy of an Agenda for the September 4, 2018 Sage Finance Department Executive Meeting.

18. By memorandum dated September 3, 2018, Gary Pahe, Navajo Sage's Interim Chief Executive Officer, informed Navajo Sage staff that effective August 31, 2018 the Navajo Sage Board enacted a resolution to terminate the Contract and that the Board directs the staff to cease all communications with RH employees. Attached hereto as Exhibit 6 is a true and correct copy of said memorandum. Navajo Sage accordingly canceled the September 4, 2018 reconciliation meeting.

19. Further affiant sayeth naught.


Tadd Greenfield

Subscribed and sworn to before me this 27 day of October, 2018


Notary Public

My commission expires: 6-14-2021

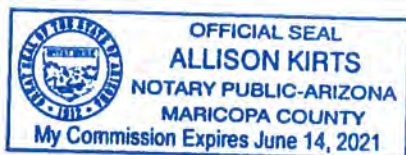


EXHIBIT 1

Razaghi Healthcare

Management Fee	Audited
FY 2014	\$ 6,655,019
FY 2015	\$ 8,209,646
FY 2016	\$ 16,420,893
FY 2017	\$ 11,109,846
	<hr/>
	\$ 42,395,404
 Average last 4 years	 \$ 10,598,851.00

EXHIBIT 2

9/13/2018

Razaghi Healthcare Memorandum to the Board of Directors

Reply | v Delete Junk | v ...

Razaghi Healthcare Memorandum to the Board of Directors

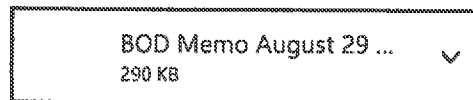
AR Ahmad R. Razaghi Wed 8/29/2018 12:42 PM
To: Stenson D. Wauneka <stenson.wauneka@sagememorial.com>; rat2011.01@gmail.com; maykelewood@gmail.com
Cc: Stephen Hoffman <stephen.hoffman@lewisbrisois.com>; Paul Frye <pef@fryelaw.us>;
Colin Campbell <ccampbell@omlaw.com>; Chris Stachowiak <cstachowiak@omlaw.com>; Tadd Greenfield;
Cheryl Bailey

Sent Items

This message was sent with high importance.

You replied on 9/1/2018 4:49 AM.

Label: entire never delete (Never) Expires: Never



1 attachments (290 KB) Download Save to OneDrive - Razaghi Corporations

Chair Wauneka,

Please find attached memorandum.

As discussed in the attached memorandum, there is no funding or staff support for the proposed meetings tonight and this weekend.

Thank you,
Ahmad





Ahmad R. Razaghi, ME, MBA, ACHE
President, Chief Executive Officer

Razaghi Healthcare
7150 E Camelback Road, Suite 444
Scottsdale, AZ 85251
Office: (480) 477-8028
Facsimile: (480) 477-8001
www.razaghihealthcare.com



9/13/2018

Razaghi Healthcare Memorandum to the Board of Directors

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August 29, 2018

MEMORANDUM

TO: Hon. Stenson Wauneka, Chair
Ms. Ray Ann Terry, member
Mr. Andrew Simpson, member
Ms. Maybelle Kelewood, member

CC: Christopher S. Stachowiak, Esq.
Hon. Colin Campbell, Esq.
Stephen D. Hoffman, Esq.
Paul E. Frye, Esq.
Mr. Tadd Greenfield
Ms. Cheryl Bailey

FR: Ahmad R. Razaghi

RE: Recent Activities of Board of Directors or Individual Members Thereof

I write to express concerns over the state of the Board of Directors (where only four members remain and where all of the terms of these four have expired), the actions of individual members of the Board, excessive special Board meetings likely conducted in violation of the Bylaws of the Navajo Health Foundation - Sage Memorial Hospital, Inc. ("Navajo Sage"), and an invalid purported agreement with a Michigan attorney. In sum, management intends to deal with these and related issues by, among other things, promptly facilitating the seating a seven-member Board, informing the Michigan attorney (Jeff Davis) that he has no authority to represent Navajo Sage under governing Navajo law and will not be paid, paying stipends and expenses only for duly called regular Board meetings, and communicating with the Board only through the Chairperson or the Board's authorized legal counsel.

The contract with the Michigan attorney, of the firm of Barnes & Thornburg, is invalid under Navajo law, even if (for the sake of argument only) it had been approved by a majority of the Board of Directors at a duly called meeting. The Navajo Business Opportunity Act ("NBOA") prescribes RFP and bidding procedures that apply to all professionals. See, e.g., *Iina Ba, Inc. v. Navajo Business Regulatory*, No. SC-CV-60-10 (Nav. Sup. Ct. Sept. 3, 2015). In addition, I have checked with the Arizona State and Navajo Nation Bar Associations, and Jeff Davis is not a member in good

Healthcare Executive Leadership and Consulting

SCOTTSDALE, ARIZONA

NAVAJO NATION, ARIZONA



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www.razaghihealthcare.com

standing of either and therefore does not meet the minimum qualifications to serve as counsel for Navajo Sage. Management will not pay any invoices from Mr. Davis or his firm, and he will be notified of that fact promptly. If any individual Board member wants to retain the services of Mr. Davis (at \$550 per hour, far above the rates paid to other Navajo Sage special or general counsel), that member may do so at his or her personal expense, of course.

I understand that certain Board members have often met recently, apparently in the belief that these meetings constituted special Board meetings. These meetings were not conducted in conformity with Article VI, Section 5 of the Navajo Sage Bylaws. To be consistent with Navajo Sage's governing documents, its ISDEAA contract, and IRS guidance, management will not pay stipends or expenses incurred by Board members for their attendance at meetings not conducted in accordance with the Bylaws. Because of the dysfunctionality of the current four-member Board (where one member admits to being often confused and easily manipulated), management will pay stipends and expenses for duly called regular Board meetings at which a quorum is present.

Navajo Sage does need its own corporate counsel. In conformity with the NBOA, management will promptly begin the RFP process to assist the Board in selecting a firm or an attorney licensed in the Navajo Nation. I understand that Mr. Hoffman has already provided to the Board a form of RFP that will streamline this process. Under subsection 2.C.6 of the management agreement, Razaghi Healthcare has determined that it is necessary to retain special counsel to assist the Board in the interim, and I have selected the firm of Lewis Brisbois to serve as counsel for Navajo Sage until the Board is properly constituted and functioning. You are aware of the capabilities of that firm, as its partner Stephen Hoffman recently negotiated the \$210 million settlement in favor of Navajo Sage with the Indian Health Service. Management will look to Mr. Hoffman or others in his firm for guidance on any matters of controversy.

The Board has received opinions from its former general counsel Franklin Hoover, your special counsel Stephen Hoffman, and Razaghi Healthcare's counsel Christopher Stachowiak of Osborn Maledon, all confirming the propriety of management's actions in its deployment of RH employees and related decisions. Nonetheless, it appears that certain Board members are unconcerned with the Board's contractual obligations to RH. Thus, this Memorandum is sent reserving all rights of RH.

Thank you for your consideration.

* * *

Healthcare Executive Leadership and Consulting

SCOTTSDALE, ARIZONA

NAVAJO NATION, ARIZONA

EXHIBIT 3

9/18/2018

Navajo Sage invoice 1369 now due [total \$10,855,134.15]

Reply all | Delete Junk | ...

Navajo Sage invoice 1369 now due [total \$10,855,134.15]

A Acc
Mon 8/27, 9:49 AM
accountspayable@sagememorial.com; Tausif Hasan; Tadd Greenfield

Reply all |

Inbox

2018.08.27 Invoice 1369...
910 KB

Show all 1 attachments (910 KB) Download

Please see attached invoice for approval and payment.

Kind regards!

Financial Accounting

Razaghi Healthcare
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9/18/2018

Navajo Sage Invoice 1369 now due [total \$10,855,134.15]

 Reply all |   Delete Junk |  ...



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Suite 444
Scottsdale, AZ 85251-1257 US
(480) 477-8028
acc@razaghihealthcare.com
www.razaghihealthcare.com

INVOICE

BILL TO

Navajo Health Foundation
Sage Memorial Hospital
PO Box 457
Ganado, AZ 86505

INVOICE # 1369

DATE 08/27/2018

TERMS Due on receipt

PROFESSIONAL SERVICE

Reimbursable Legal & Professional Expenses

Pass-Through Expenses

Contract Termination Fee, Section 5.D
September 01, 2014 to August 27, 2018

Professional Services Discount

Professional Services Discount

Discount below Fair Market Value

CHARGE

15,937,168.45

-5,082,034.30

BALANCE DUE

\$10,855,134.15

Razaghi Healthcare Severance Calculations

	<u>Costs Incurred</u>	<u>Costs Paid</u>	<u>Costs not paid</u>
4 year total	63,748,673.81	43,420,536.60	20,328,137.21
4 year average	15,937,168.45	10,855,134.15	5,082,034.30

<u>Date Invoice</u>	<u>Inv #</u>	<u>Total Costs</u>	<u>Costs Paid</u>	<u>Costs not paid</u>	<u>Date Paid</u>
9/10/14	1187	402,821.42	226,102.42	176,719.00	9/16/14
9/22/14	1189	377,009.84	193,781.59	183,228.25	9/23/14
10/7/14	1190	365,819.21	187,208.41	178,610.80	10/9/14
10/22/14	1191	408,453.72	206,783.22	201,670.50	10/23/14
11/3/14	1192	577,182.96	332,535.46	244,647.50	11/4/14
11/23/14	1193	356,732.85	187,586.10	169,146.75	11/24/14
12/1/14	1194	916,652.77	347,581.77	569,071.00	12/3/14
1/1/15	1195	886,239.46	543,450.96	342,788.50	1/2/15
1/13/15	1196	845,779.87	683,349.27	162,430.60	1/14/15
1/26/15	1197	431,586.24	261,989.24	169,597.00	1/28/15
2/3/15	1198	294,158.88	286,281.69	7,877.19	2/4/15
2/10/15	1199	450,939.94	244,502.44	206,437.50	2/11/15
2/23/15	1200	390,068.83	210,993.83	179,075.00	2/24/15
3/9/15	1201	416,820.07	227,069.02	189,751.05	3/12/15
3/9/15	1202	418,452.65	202,435.45	216,017.20	4/4/15

4/6/15	1203	630,742.81	468,161.31	162,581.50	4/8/15
4/21/15	1204	358,334.57	199,620.07	158,714.50	4/23/15
5/5/15	1205	339,314.87	180,518.87	158,796.00	5/8/15
5/20/15	1206	476,708.27	288,985.02	187,723.25	5/22/15
6/2/15	1207	412,771.45	259,061.20	153,710.25	6/8/15
6/16/15	1208	458,345.29	287,943.79	170,401.50	6/18/15
6/30/15	1209	361,561.63	221,810.88	139,750.75	7/6/15
7/15/15	1210	421,249.62	269,275.37	151,974.25	7/20/15
7/29/15	1211	362,446.00	188,715.75	173,730.25	8/3/15
8/11/15	1212	441,341.08	254,356.83	186,984.25	8/18/15
8/25/15	1213	463,684.74	269,840.74	193,844.00	8/31/15
9/8/15	1215	455,740.98	286,490.23	169,250.75	9/10/15
9/23/15	1216	1,016,383.42	568,216.87	448,166.55	9/28/15
10/7/15	1217	481,053.59	281,437.34	199,616.25	10/13/15
10/18/15	1218	409,720.49	273,287.29	136,433.20	10/26/15
11/1/15	1219	638,289.56	339,246.55	299,043.01	11/10/15
11/16/15	1220	1,265,532.59	1,085,318.93	180,213.66	11/24/15
12/1/15	1221	591,439.21	396,056.06	195,383.15	12/3/15
12/15/15	1222	455,912.74	276,396.08	179,516.66	12/17/15
12/28/15	1223	511,702.00	287,270.81	224,431.19	12/30/15
1/11/16	1224	536,852.42	363,468.30	173,384.12	1/19/16
1/25/16	1225	520,444.69	337,943.05	182,501.64	1/27/16
2/8/16	1226	552,435.07	339,289.45	213,145.62	2/16/16
2/22/16	1227	586,404.48	404,366.57	182,037.91	2/24/16
3/7/16	1228	578,539.92	398,902.47	179,637.45	3/9/16
3/21/16	1229	469,302.21	321,798.93	147,503.28	3/23/16
4/4/16	1230	365,794.85	240,403.43	125,391.42	4/7/16
4/18/16	1231	590,116.36	359,932.32	230,184.04	4/20/16
5/2/16	1232	385,992.67	240,169.53	145,823.14	5/5/16
5/16/16	1233	498,990.09	347,075.18	151,914.91	5/19/16
5/31/16	1234	839,613.35	601,851.10	237,762.25	6/3/16
6/13/16	1235	418,112.28	270,287.78	147,824.50	6/15/16
6/27/16	1236	410,087.30	254,421.55	155,665.75	6/30/16
7/11/16	1237	858,808.11	627,887.11	230,921.00	7/16/16
7/21/16	1238	6,785,000.00	6,785,000.00	-	8/3/16
7/25/16	1239	560,988.72	354,579.22	206,409.50	7/27/16
8/8/16	1240	502,078.16	352,759.66	149,318.50	8/11/16
8/22/16	1241	481,392.44	293,487.19	187,905.25	8/25/16
9/6/16	1242	520,314.17	346,095.42	174,218.75	9/9/16
9/19/16	1243	474,493.82	319,784.07	154,709.75	9/22/16
10/4/16	1244	480,987.89	283,985.64	197,002.25	10/6/16
10/18/16	1245	515,309.08	361,417.48	153,891.60	1/4/17
10/31/16	1246	406,485.97	244,426.72	162,059.25	1/4/17
11/13/16	1247	498,237.12	327,777.23	170,459.89	1/12/17
11/28/16	1248	403,745.95	258,164.45	145,581.50	1/18/17

12/12/16	1249	557,050.36	374,747.61	182,302.75	1/26/17
12/27/16	1250	470,955.43	329,803.43	141,152.00	2/9/17
1/9/17	1251	512,029.31	398,961.31	113,068.00	1/12/17
1/23/17	1252	1,549,181.14	1,280,832.39	268,348.75	2/1/17
2/6/17	1253	761,761.07	580,900.32	180,860.75	2/10/17
2/21/17	1254	617,176.59	361,221.59	255,955.00	2/27/17
3/6/17	1255	466,260.70	294,273.70	171,987.00	3/9/17
3/20/17	1256	565,334.35	334,525.85	230,808.50	3/23/17
4/10/17	1257	617,998.83	360,000.43	257,998.40	4/12/17
4/18/17	1258	811,274.27	544,138.17	267,136.10	4/20/17
5/1/17	1259	833,454.96	581,305.81	252,149.15	5/9/17
5/17/17	1260	813,494.82	502,236.07	311,258.75	5/22/17
6/1/17	1261	748,269.37	499,617.92	248,651.45	7/17/17
6/29/17	1262	1,088,083.66	654,070.06	434,013.60	8/3/17
7/13/17	1263	676,406.82	458,447.07	217,959.75	8/10/17
7/23/17	1264	687,184.38	426,850.63	260,333.75	8/16/17
8/11/17	1265	460,142.89	297,735.69	162,407.20	9/14/17
8/24/17	1266	672,420.06	431,944.01	240,476.05	9/29/17
9/7/17	1267	559,713.75	338,848.45	220,865.30	9/28/17
9/25/17	1268	682,544.76	488,709.06	193,835.70	9/29/17
9/29/17	1269	396,877.87	230,549.32	166,328.55	9/29/17
10/20/17	1270	102,688.25	55,735.75	46,952.50	10/25/17
10/20/17	1271	188,326.60	68,145.30	120,181.30	10/25/17
10/20/17	1272	74,676.93	74,676.93	-	11/6/17
10/20/17	1273	103,095.60	103,095.60	-	10/25/17
11/1/17	1274	102,797.39	58,646.39	44,151.00	11/13/17
11/1/17	1275	145,791.95	57,383.95	88,408.00	11/13/17
11/1/17	1276	74,676.93	74,676.93	-	11/13/17
11/1/17	1277	171,471.05	81,926.74	89,544.31	11/13/17
11/20/17	1278	107,651.16	56,778.16	50,873.00	11/21/17
11/20/17	1279	172,427.39	64,570.14	107,857.25	11/21/17
11/20/17	1280	74,676.93	74,676.93	-	11/21/17
11/20/17	1281	69,422.64	69,422.64	-	11/21/17
11/28/17	1282	94,179.40	52,131.15	42,048.25	11/29/17
11/28/17	1283	118,143.63	46,627.98	71,515.65	11/29/17
11/28/17	1284	74,676.93	74,676.93	-	11/29/17
11/28/17	1285	133,198.81	133,198.81	-	11/29/17
12/12/17	1287	101,663.52	57,327.02	44,336.50	12/19/17
12/12/17	1288	39,019.57	39,019.57	-	12/22/17
12/12/17	1286	116,329.04	42,815.54	73,513.50	12/19/17
12/12/17	1289	74,676.93	74,676.93	-	12/22/17
1/3/18	1292	759,428.16	759,428.16	-	1/3/18
1/3/18	1293	74,676.93	74,676.93	-	1/3/18
1/3/18	1294	110,639.74	64,412.99	46,226.75	1/3/18
1/3/18	1295	85,545.23	85,545.23	-	1/3/18

1/3/18	1296	123,371.85	46,780.60	76,591.25	1/4/18
1/7/18	1297	74,873.00	74,448.08	424.92	1/31/18
1/21/18	1298	74,873.00	74,448.08	424.92	1/31/18
2/1/18	1300	31,421.82	31,421.82		2/6/18
2/14/18	1301	81,235.13	35,306.63	45,928.50	2/22/18
2/14/18	1302	190,444.69	81,143.19	109,301.50	2/22/18
2/14/18	1303	147,725.11	52,990.36	94,734.75	2/27/18
2/14/18	1304	83,269.60	46,033.10	37,236.50	2/22/18
2/14/18	1305	132,454.91	73,928.66	58,526.25	2/22/18
2/14/18	1306	156,430.76	89,094.51	67,336.25	2/27/18
2/16/18	1307	43,601.84	43,601.84	-	2/22/18
2/26/18	1308	51,824.12	51,824.12	-	2/27/18
2/22/18	1309	240,972.59	93,780.34	147,192.25	2/27/18
2/22/18	1310	140,361.62	76,826.12	63,535.50	2/27/18
2/23/18	1311	74,873.00	74,448.08	424.92	2/27/18
3/5/18	1312	74,873.00	74,448.08	424.92	3/5/18
3/5/18	1313	236,455.46	95,607.46	140,848.00	3/6/18
3/5/18	1314	129,982.38	76,992.38	52,990.00	3/6/18
3/19/18	1315	34,061.53	34,061.53	-	3/23/18
3/19/18	1316	74,873.00	74,448.08	424.92	3/20/18
3/20/18	1318	257,569.91	107,774.91	149,795.00	3/23/18
3/21/18	1317	120,312.58	65,160.58	55,152.00	3/27/18
4/2/18	1319	74,873.00	74,448.08	424.92	4/17/18
4/2/18	1320	41,448.24	41,448.24	-	4/17/18
4/2/18	1322	110,933.68	53,521.18	57,412.50	4/17/18
4/2/18	1321	226,257.23	88,633.23	137,624.00	4/17/18
4/2/18	1323	74,873.00	74,448.08	424.92	4/17/18
4/16/18	1324	211,454.55	81,013.55	130,441.00	4/19/18
4/16/18	1325	115,497.88	62,490.38	53,007.50	4/19/18
4/16/18	1326	24,737.87	24,737.87	-	4/19/18
4/30/18	1327	74,873.00	74,448.08	424.92	5/4/18
4/30/18	1328	28,065.00	28,065.00	-	5/4/18
4/30/18	1329	212,282.72	80,342.72	131,940.00	5/11/18
4/30/18	1330	137,234.51	75,020.76	62,213.75	5/11/18
5/11/18	1331	74,873.00	74,448.08	424.92	5/18/18
5/14/18	1332	13,204.35	13,204.35	-	5/18/18
5/14/18	1333	239,495.35	93,934.53	145,560.82	5/18/18
5/14/18	1334	132,434.74	72,178.49	60,256.25	5/18/18
5/25/18	1335	74,873.00	74,448.08	424.92	6/1/18
5/25/18	1336	164,609.35	164,609.35	-	6/1/18
5/29/18	1337	264,168.21	115,136.71	149,031.50	6/1/18
5/29/18	1338	115,642.79	63,430.29	52,212.50	6/1/18
6/8/18	1340	74,873.00	74,448.08	424.92	6/15/18
6/8/18	1341	70,919.79	70,919.79	-	6/15/18
6/11/18	1342	306,684.22	144,673.72	162,010.50	6/15/18

6/11/18	1343	121,519.61	61,657.11	59,862.50	6/15/18
6/22/18	1344	74,873.00	74,448.08	424.92	6/29/18
6/22/18	1345	184,829.24	184,829.24	-	6/29/18
6/25/18	1347	92,913.27	54,185.77	38,727.50	6/29/18
6/25/18	1346	237,240.05	109,323.80	127,916.25	6/25/18
7/6/18	1348	74,873.00	74,448.08	424.92	7/9/18
7/6/18	1349	22,656.01	22,656.01	-	7/9/18
7/10/18	1350	277,083.42	112,633.92	164,449.50	7/11/18
7/10/18	1351	142,320.92	68,209.67	74,111.25	7/11/18
7/17/18	1352	(8,800.00)	(6,000.00)	(2,800.00)	credit memo
7/19/18	1353	74,873.00	74,448.08	424.92	7/20/18
7/19/18	1354	32,775.89	32,775.89	-	7/20/18
7/30/18	1355	257,546.04	109,447.29	148,098.75	7/31/18
7/30/18	1356	142,990.28	67,126.53	75,863.75	7/31/18
8/3/18	1357	74,873.00	74,448.08	424.92	8/8/18
8/3/18	1358	105,174.13	105,174.13	-	8/8/18
8/6/18	1359	246,556.52	163,100.02	83,456.50	8/8/18
8/6/18	1360	189,768.70	124,729.95	65,038.75	8/8/18
8/17/18	1361	74,873.00	74,448.08	424.92	8/23/18
8/17/18	1362	23,720.97	23,720.97	-	8/23/18
8/20/18	1363	332,182.50	122,226.88	209,955.62	8/23/18
8/20/18	1364	144,335.00	91,135.03	53,199.97	8/23/18
8/23/18	1365	67,677.50	40,437.50	27,240.00	8/23/18
8/24/18	1366	6,971.00	6,971.00	-	
8/27/18	1367	215,661.54	136,412.00	79,249.54	
8/27/18	1368	50,000.00	50,000.00	-	

EXHIBIT 4

NAVAJO HEALTH FOUNDATION



SAGE MEMORIAL HOSPITAL

POST OFFICE BOX 457 | GANADO, ARIZONA 86505 | PH (928) 755-4559 | FAX (928) 755-4659

Resolution
Of the
Board of Directors
Navajo Health Foundation, Inc. – Sage Memorial Hospital

The undersigned, representing the Directors of Navajo Health Foundation, Inc. – Sage Memorial Hospital, an Arizona nonprofit corporation (the "Corporation"), hereby take the following actions and adopt the following resolution:

WHEREAS

1. The Articles of Incorporation and the Bylaws of the Navajo Health Foundation – Sage Memorial Hospital, provide that the Board of Directors may enter into and make contracts of every kind and nature with any person, firm, association, corporation, municipality, nation, Indian Tribe, state or body politic; and
2. Navajo Health Foundation – Sage Memorial Hospital is a community owned and operated, private, nonprofit 501(c)(3) corporation that functions under the direction of a 100% Navajo Board of Directors; and the Corporation desires to improve the healthcare services for the 18,000 -21,000 residents of its service area that include the Ganado, Kinlichee, Klagetoh, Wide Ruins, Greasewood, Cornfields, Nazlini, and Steamboat Chapters; and
3. The Corporation is responsible for the management and administration of millions of federal dollars received through its self-determination contract with the Department of Health and Human Services, Indian Health Services, to residents in the defined service area; and
4. The Corporation has an existing contractual agreement with an outside management firm, Razaghi Development Company, LLC, dba Razaghi Healthcare ("RH"), to provide administrative and management services for Sage Memorial Hospital; and
5. On August 30, 2018, the Board was provided with documents informing them that Razaghi Healthcare, through Ahmad R. Razaghi, invoked the termination provisions of the purported contract with the Corporation, Amendment No.2 to CEO Services Contract, on August 27, 2018; and

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*Navajo Health Foundation – Sage Memorial Hospital, Inc.
provides quality healthcare services in a fiscally responsible manner, focusing on the patient's physical, social, and spiritual well-being.*

NAVAJO HEALTH FOUNDATION | SAGE MEMORIAL HOSPITAL

POST OFFICE BOX 457 / CANADO, ARIZONA 86505 / PH (928) 755-4602 / FX (928) 755-4659

6. The Board has retained independent legal counsel to review the legal effect of the purported Amendment, and does not take a position at this time on its legal effect; and
7. On August 30, 2018, the Board was provided with documents showing that Razaghi Healthcare, at the direction of Ahmad R. Razaghi, submitted an invoice on August 27, 2018, due upon receipt in the amount of \$10, 855,134.15, to Accounts Payable, Navajo Health Foundation – Sage Memorial Hospital; and
8. On August 30, 2018, the Board was provided with documents showing that Razaghi Healthcare, at the direction of Ahmad R. Razaghi, wire-transferred \$10, 855,134.15; and
9. Tausif Hasan and Tadd Greenfield, employees of Razaghi Healthcare were provided with copies of the documents identified in paragraphs 5, 6, and 7, on August 27, 2018;

NOW, THEREFORE, be it hereby RESOLVED:

1. **Termination of Razaghi HealthCare Inc.** The Board orders effective immediately termination of the purported contract between Navajo Health Foundation – Sage Memorial Hospital and Razaghi Development Company, LLC, dba Razaghi Healthcare; and
2. **Removal of Access/Authority.** The Board orders effective immediately that the Finance Office of the Navajo Health Foundation – Sage Memorial Hospital Finance Office, terminate any and all signatory authority of representatives of Razaghi Development Company, LLC, dba Razaghi Healthcare, including but not limited to Mr. Ahmad Razaghi, Mr. Tausif Hasan, and Mr. Tadd Greenfield; and
3. **Notice to Banking Institutions including Wells Fargo.** The Board orders effective immediately that the Finance Office of the Navajo Health Foundation – Sage Memorial inform Wells Fargo Bank, and any other banking institution that Navajo Health Foundation – Sage Memorial Hospital has accounts with, that signatory authority of Razaghi Healthcare or any employee of Razaghi Healthcare, including of Mr. Ahmad Razaghi, Mr. Tausif Hasan, and Mr. Tadd Greenfield, is hereby suspended; and
4. **Preservation of Records.** The Board notifies Razaghi Healthcare and all employees of Razaghi Healthcare that have responsibilities to Navajo Health Foundation – Sage Memorial that they are to preserve any and all matters, to include but not limited to:

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*Navajo Health Foundation – Sage Memorial Hospital, Inc.
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records of documents, correspondence, e-mail exchanges and any other forms of electronic transmission, regarding Navajo Health Foundation – Sage Memorial Hospital; and

5. Continuing Operations. The Board orders effective immediately that the Finance Office will submit any and all invoices from Razaghi Healthcare, or any employee of Razaghi Healthcare to the Board, including independent contractors and/or consultants of Razaghi Healthcare to the Board for review and approval prior to disbursement of payment;

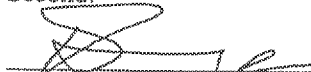
CERTIFICATION

The undersigned, Absent without Cause, certifies that I am the duly appointed Chairman of Navajo Health Foundation, Inc. – Sage Memorial Hospital, Board of Directors and that the above is a true and correct resolution presented and approved at a duly called meeting of the Board of Directors thereof, convened and held in accordance with the law and the Bylaws of said Corporation by a vote of 3 in favor 0 opposed and 0 abstained on ~~September 1~~ August 31, 2018, and that such resolution is now in full force and effect.


IN WITNESS THERE OF, I have affixed my name as Chairman of the Navajo Health Foundation, Inc. – Sage Memorial Hospital Board of Directors to this resolution.

Motion:

Second:

 Date: 8/31
09/01/2018

Board Member
Navajo Health Foundation – Sage Memorial Hospital, Inc.
P. O. Box 457
Ganado, AZ 86505

 Date: 8/31
09/01/2018

Board Member
Navajo Health Foundation – Sage Memorial Hospital, Inc.
P. O. Box 457
Ganado, AZ 86505

 Date: 8/31
09/01/2018

Board Member
Navajo Health Foundation – Sage Memorial Hospital, Inc.

Page 3 of 2

Navajo Health Foundation – Sage Memorial Hospital, Inc.
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POST OFFICE BOX 457 / CANADO, ARIZONA 86505 / PH (928) 755-4602 / FX (928) 755-4659

P. O. Box 457
Canado, AZ 86505

Board Member

Date: 09/01/2018

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*Navajo Health Foundation - Sage Memorial Hospital, Inc.
provides quality healthcare services in a fiscally responsible manner, focusing on the patient's physical, social, and spiritual well-being.*

RDC Sage_000668

EXHIBIT 5



7150 E. Camelback Road, Suite 444
Scottsdale, AZ 85251
Office: (480) 477-8028
Facsimile: (480) 477-8001
www.razaghihealthcare.com

September 04, 2018

RE: Sage Finance Department Executive Meeting

Attendees: Tadd Greenfield, Tausif Hasan, Tom Maetner

Cheryl Bailey

Agenda

1. Review CEO Services Contract severance clause, termination notice, and invoice 1369
2. IHS report: Compilation of Sage records, RH invoices 1187 to 1368
3. Heather Gretch request Sage turnaround plan, BDO and policies
4. Sage records and document control responsibility of onsite finance department, what is the current approach?

Healthcare Executive Leadership and Consulting

SCOTTSDALE, ARIZONA

NAVAJO NATION, ARIZONA

EXHIBIT 6

Navajo Health Foundation



Sage Memorial Hospital

POST OFFICE BOX 437 | GANADO, ARIZONA 86505 | PH (928) 755-4509 | FAX (928) 755-4659

MEMORANDUM

Date: September 3, 2018

To: Navajo Health Foundation/Sage Memorial Hospital Staff

From: Gary E. Pahe
Gary E. Pahe, BSB/A, MBA/HRM
NHF/SMH Interim Chief Executive Officer

Subject: Termination of the Razaghi Healthcare Contract & Interim NHF/SMH CEO Appointment

Please be informed that effective August 31, 2018, the NHF/SMH Board of Directors enacted a resolution to terminate the contract between the Board and Razaghi Development, dba Razaghi Healthcare. Further, effective August 31, 2018, I have been appointed by the NHF/SMH Board of Directors as the Interim Chief Executive Officer until further notice.

With regards to the termination of the contract, the Board of Directors respectfully directs the staff to **CEASE** all communication with Razaghi Healthcare employees. This includes Mr. Ahmad Razaghi, Mr. Tadd Greenfield, Ms. Cheryl Bailey, Ms. Abigail Paul, Mr. Guang Liu, Mr. Tausif Hasan and others. Furthermore, you are directed NOT to provide any documents to anyone requesting such from Razaghi Healthcare, including the media.

Should you receive communication from anybody from Razaghi Healthcare do not respond or return their request(s) for communication, they are not to access any buildings unless they are seeking medical treatment. Please forward any inquiries to the Administration Department for further action. As always, please notify the Administration Department immediately regarding any concerns or issues.

Thank you for your support and continued dedication to the community served by Sage Memorial Hospital. The Board sincerely appreciates your efforts!

cc: Navajo Health Foundation/Sage Memorial Hospital Board of Directors